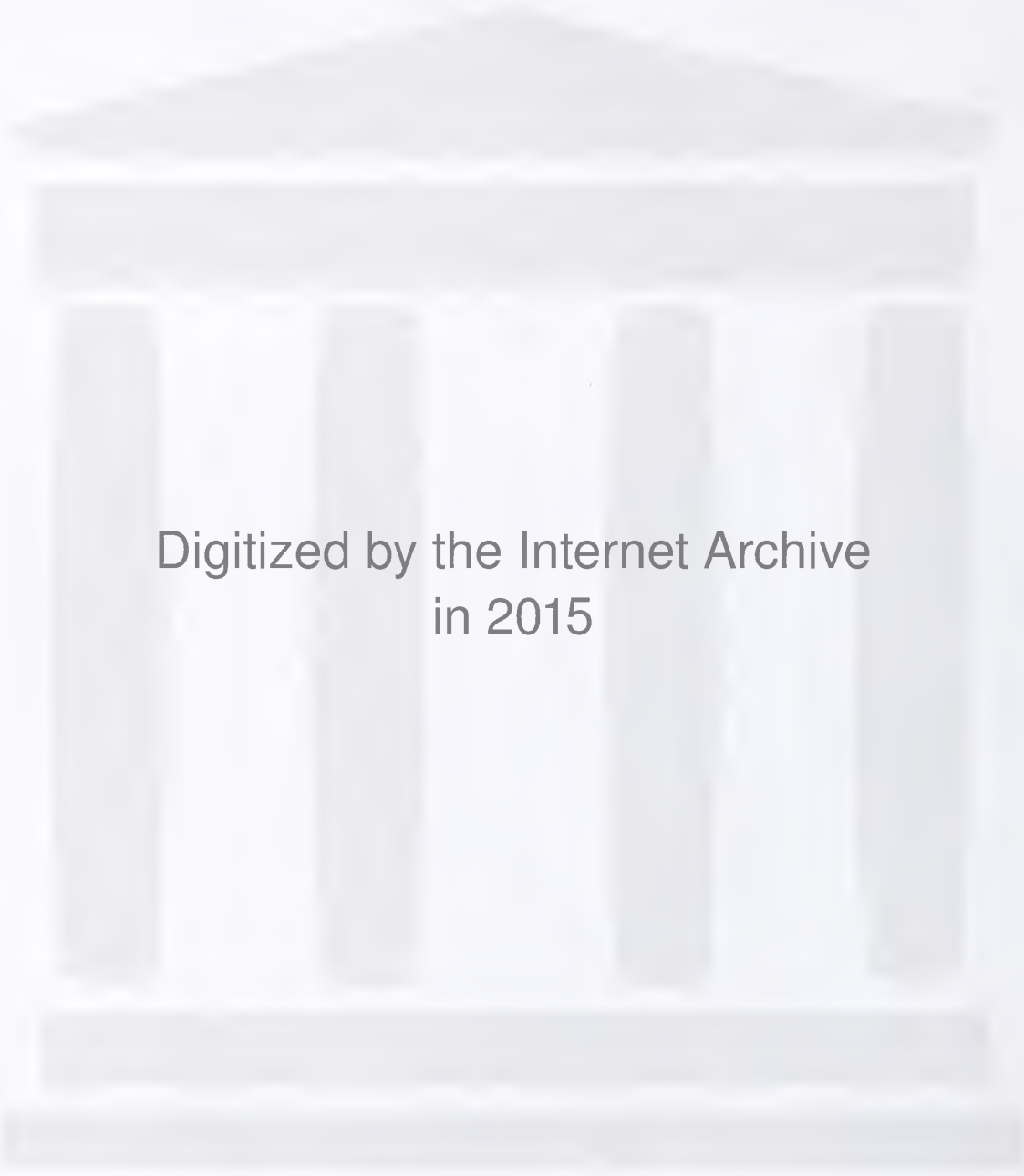
2008
Resolutions
#95

Board of Public Works

Resolutions/Minutes
2008

January thru April



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Resolution #	Project Name	Resolution Pg. #	Minutes Pg. #	Item #
January				
	2006 Computer Lease	1	3	17
	2006 FWMBC - Public Safety Academy	2	3	16
	2007 PSAC Furniture Lease	3	2	15
	2007 Passenger Vehicle Lease	4	2	15
	2006 Water SRF	5	2	14
	2005 Sewer Works SRF	6	2	13
2074-2007	Renaissance Pointe Hardscape Pkg.	7	21	2
95-1-23-08-1	Repeal and Replacement of Unit 2,Chp. 5	8	23	2
314-2008	2008A Cedit Neighborhood St. Lght. Impr.	29	25	3
315-2008	Aboite & Carroll Rd. St. Lght. Improv.	30	25	4
95-1-16-08-1	Settlement Agrmnt.- Utility Center, Inc.	31	25	2
	2006 Fire Truck Lease	43	26	10
	2007 Passenger Vehicle Lease	44	26	10
	2007 PSAC Furniture Lease	45	26	10
	2007 PSAC Furniture Lease	46	26	10
	2006 Financial System Lease	47	26	9
	2006 Computer Lease	48	26	9
	2006 FWMBC - Pub. Safety Acad.	49	26	8
	2006 FWMBC - Pub. Safety Acad.	50	26	9
95-1-9-08-1	Confirm. Res. - Bass Rd. Condemnation	51	31	4
95-1-9-08-2	Confirm. Res.- Heutis-Maple Condemnation	63	31	5
	Purchase Order with Toter, Inc. - Garbage	69	31	8
	Purchase Order for Garbage & Recyclying	71	31	8
95-1-2-08-1	Possession of n.assests - Utility Center, Inc.	74	33	2
	2008 City Utilities Budget - Stormwater	79		
	2005 Sewer Works SRF	90	35	22
	2006 Water SRF	91	35	23
February				
95-2-27-08-1	Adjustment of Fees based on CPI	1	1	4
	2006 FWMBC - Public Safety Academy	4	2	10
95-2-20-08-1	3919 South Harrison	5	3	3
95-2-20-08-1	3919 South Harrison	9	3	3
	2005 Sewer Works SRF	13	4	9
	2007 Passenger Vehicle Lease	14	4	12
	2006 Fire Truck Lease	15	4	12
	2007 PSAC Furniture Lease	16	4	12
	2007 Street Equipment Lease	17	4	10
	2006 Computer Lease	18	4	11
95-2-13-08-1	Vehicle and Equipment Lease Financing	19	7	2
95-2-13-08-1	Vehicle and Equipment Lease Financing	23	7	2
95-2-6-08-3	Rescind Resolution 95-1-9-08-2	27	11	4
	2006 FWMBC - Public Safety Academy	29	12	13
	2006 Water SRF	30	12	12
95-2-6-08-4	Sustain Resolution 95-1-9-08-1	31	11	5
95-2-6-08-3	Rescind Resolution 95-1-9-08-2	33	11	4
	2006 FWMBC - Public Safety Academy	35	12	13
March				
7179-2008	Resurfacing Package B- 2008	1	1	2

7181-2008	Public Sidewalks Curb Ramps Pkg A-2008	4	1	3
	2006 Water SRF	7	2	10
	Award 95-2-13-08-1 to Chase Equipment	8	5	5
1996-2008	General CIPP 2008	10	5	4
7178-2008	Surface Milling for Street Department	11	5	3
7172-2008	Clinton Street Meridian	13	5	2
1912-2007	Gilford Drive Storm Drainage Improvements	14	8	2
2063-2007	Southtown Ctr. Stormwater Imprv. Phase 2	15	8	3
	2006 Water SRF	16	6	13
	2005 Sewer Works SRF	17	6	12
	2006 Water SRF	18	6	13
	2007 PSAC Furniture Lease	19	6	15
	2007 PSAC Furniture Lease	20	6	15
	2007 Street Equipment Lease	21	6	16
	2006 Fire Truck Lease	22	6	15
	2006 Financial System Lease	23	6	17
317-2008	Aboite Intersections 2008 Phase 2	24	10	3
	2006 Water SRF	26	11	7

April

7112-2007	Appeal to the Board of Public Works	1	3	18
	Change Order - Energy & Envr. Services Dpt.	3	2	14
2097-2008	St. Rds. 1 & 3 Utility Adjustments	4	2	5
2091-2008	Hadley Rd. Water Main Adjustments	5	6	7
7185-2008	Ardmore Ave. & Taylor St. Adjustments	10	5	5
2092-2008	Harrison Square Offsite Phase 1-B	14	5	6
2076-2008	Bellefield CIPP	15	5	4
	2006 Water SRF	16	7	17
	2005 Sewer Works	17	7	16
	2008 Passenger Vehicle Lease	18	7	19
	2007 Passenger Vehicle Lease	19	7	19
	2005 FWMBC - Fire Stations #18 & #19	20	7	18
	2007 PSAC Furniture Lease	21	7	19
95-4-16-08-2	Conveyance of Title of Real Estate	22	9	5
95-4-16-08-3	Assignment of Management Agreement	24	9	6
95-4-16-08-4	Assignment of Lease Agreement	36	9	7
95-4-16-08-1	Emergency Repair at 3600 Illinois Road	66	9	4
2089-2008	Aqua Indiana Connection: #10	68	10	8
	2006 Water SRF	69	11	16
7180-2008	Resurfacing Pkg. A-2008	70	13	6
95-4-9-08-3	Intent to Sell Real Estate	74	13	9
95-4-9-08-1	Authorization-2006 Waterworks Revolv. SRF	75	13	7
95-4-9-08-2	Authorization-2005 Sewer Revolv. SRF Loan	76	13	8
318-2008	Aboite & Carroll Rd. Street Light Improv.	77	13	5
	2006 Water SRF	83	14	21
7111-2007	South Anthony Blvd: Fairfax to Capitol	84	16	5
2081-2008	Aqua Indiana Connection: #11	87	16	4
	2005 Sewer Works	89	17	12
	2005 Sewer Works	90	17	12
	2006 Water SRF	91	17	13
	2007 PSAC Furniture Lease	92	17	15
	2007 Passenger Vehicle Lease	93	17	15

2006 FWMBC - Public Safety Academy	94	17	14

Resolution #	Project Name	Resolution Pg. #	Minutes Pg. #	Item #
May				
2087-2008	Aqua Indiana Connection #27	1	2	10
2033-2008	Flood Control Program: Westbrook Area	3	5	2
7184-2008	Fairfax Ave. Curbs and Sidewalks	4	2	13
7169-2008	Butler Rd & Hillegas Rd Intersection	7	2	12
7161-2008	Florence-Mildred-Lawton Place Walks	11	2	11
316-2008	Aboite Intersections 2008 Phase 1	14	2	8
319-2008	Aboite & Carroll Rd Intersections Phase 3	16	2	9
95-5-28-08-1	Amending Unit 2, Chp. 5, from Manual	21	5	3
	2007 Passenger Vehicle Lease	38	3	21
	2007 PSAC Furniture Lease	39	3	21
	2006 FWMBC - Public Safety Academy	40	3	20
	2002 FWMBC Transportation Building Proj.	41	3	19
	2005 Sewer Works SRF	42	3	18
	2008 Passenger Vehicle Lease	43	3	21
95-5-21-08-1	3226 Eastbrook and 229 Irvington	44	7	2
95-5-21-08-2	Adjustment to Sanitary Sewer Assessment	48	7	3
	Appeal to Board of Public Works	52	9	20
2085-2008	General Manhole Rehabilitation 2008	54	7	5
2084-2008	Flaugh Ditch Area Manhole Rehabiliation	55	7	4
7165-2007	Whiteford Lane	56	7	6
7176-2008	Rainer Pass & Trevina Ct. St. Recon.	59	7	7
7177-2008	Misc. Concrete Street Repairs 3-2008	61	7	8
7186-2008	Westwood Valley - Lincoln Park	63	7	9
	2006 Water SRF	66	12	18
	Appeal to Board of Public Works	67	12	21
	2005 Sewer Works SRF	69	12	17
7160-2007	Turf Lane and Magnolia Drive	70	11	7
7164-2008	Kenwood Ave. and Glenhurst Drive	73	11	8
7173-2008	Concrete Street Repairs 1A-2008	75	11	10
7170-2008	Padago Court Street Reconstruction	78	11	9
	Appeal to Board of Public Works	81	12	21
	Appeal to Board of Public Works	83	12	20
7175-2008	Avalon Dr & Breckenwood Intersection	84	14	6
7174-2008	Old Mill Road, Phase 2	86	14	5
7171-2008	Caribe Boulevard	89	14	4
7188-2008	Park State East Addition, Phase 3	93	14	7
	2007 PSAC Furniture Lease	96	15	17
	2008 Passenger Vehicle Lease	97	15	17
	2006 FWMBC - Public Safety Academy	98	15	16
95-5-7-08-1	1212 Clayton Avenue	99	14	2
95-5-7-08-2	Reassignment of Management Agreement	103	14	3
June				
7198-2008	West Jefferson Boulevard Curb	1	2	9
	2007 PSAC Furniture Lease	3	4	30
	2008 Passenger Vehicle Lease	4	4	30
	2007 Passenger Vehicle Lease	5	4	30
	2005 FWMBC - Fire Stations #18 & #19	6	4	29
	2006 Water SRF	7	4	28
2079-2008	Vance-Glencairn-Coliseum Storm Drainage	8	12	2

2080-2008	Belknap-Vance-Turnbridge Storm Drainage	9	12	3
2122-2008	Aqua Indiana Connection #5	10	8	10
	2006 Water SRF	11	10	24
95-6-18-08-3	Calhoun Street Sewer Rehabilitation	12	10	28
7162-2008	Charlotte Avenue - Carew to Rolston	26	8	5
7187-2008	Aboite Center Road & Westlake Drive	28	8	6
7194-2008	Coldwater Road & Milllake Road	31	8	7
7195-2008	Oxford Street - Turpie to Wayne Trace	33	8	8
7196-2008	Clara Avenue Sidewalk & Curb Improvement	37	8	9
95-6-18-08-1	Rescindment of 95-6-11-08-2	39	8	11
95-6-18-08-1	Rescindment of 95-6-11-08-2	41	8	11
95-6-18-08-2	Development of Rest Area - N.Anthony	43	8	12
2090-2008	Clara Avenue (Carew to Rolston)	47	15	14
7189-2008	Cambridge Blvd. - North Highland Blvd.	48	15	12
95-6-11-08-1	Intent to Sell Real Estate	51	14	10
95-6-11-08-2	Cook Road/US -33 Water Main Extension	57	14	11
	2006 Water SRF	62	22	27
1913-2007	CSO 017 & CSO 021 Floatables Control	63	20	11
7182-2008	Monument Drive and Sunny Lane	64	20	7
7183-2008	Burning Tree / Pine Valley	67	20	8
7191-2008	Public Sidewalk Curb Ramps Package B-08	70	20	9
7192-2008	Broadway Brick and Walk Restoration	75	20	10

Resolution #	Project Name	Resolution Pg. #	Minutes Pg. #	Item #
JULY				
7202-08	Werling Drive Reconstruction	1	2	6
	SRF- 2005 Sewer Works	3	3	19
	2006 Water SRF	4	3	20
2131-08	North Reservoir Underwater Cleaning	5	7	5
	SRF- 2005 Sewer Works	6	8	18
	2006 Water SRF	7	8	19
	2008 Passenger Vehicle Lease	8	8	20
95-7-16-08-1	Indiana Village Regulator	9	13	21
320-08	Friendly Fox Project	15	11	4
2078-08	Dwight Drive Storm Drainage Improvements	16	15	3
7197-08	Fourth Street Brick Reconstruction	17	11	5
1998-07	Christian Ave-Royal Dr.-Schmucker Ave.	19	15	2
	For Sale - 1442 Summit Street	20	11	3
7199-08	St. Vincent's Church Deceleration Lane	21	17	8
	2008 Passenger Vehicle Lease	23	18	17
	2007 PSAC Furniture Lease	24	18	17
	2005 FWMBC - Fire Stations #18 & #19	25	18	16
95-7-2-08-1	Towpath Trail, Phase II-B, Construction	26	20	5
7200-08	Washington Ctr. Rd. Emergency Repair	29	21	7
7193-08	Miscellaneous Construction Pkg B-08	31	21	6
AUGUST				
7163-08	Clinton St. @ Coliseum Blvd. Turn Lane	1	1	3
7201-08	Miscellaneous Construction Pkg A-08	3	1	4
7204-08	Coldwater @ Springbrook Ped. Crossing	5	1	5
	2008 Passenger Vehicle Lease	7	3	18
	2000 FWMBC - Fire Station #15	8	3	19
	For Sale - 2400 Perth Street	9	1	2
	Purchase Agreement - 2028 Melbourne Ct	10	9	3
	SRF - 2005 Sewer Works	17	7	13
	2006 Water SRF	18	8	14
	2006 Water SRF	19	8	14
	2008 Passenger Vehicle Lease	20	8	15
	2007 Passenger Vehicle Lease	21	8	15
	2006 Water SRF	22	8	14

95-8-13-08-1	1656 Richardson Street	23	11	3
2136-08	Barr St. 48" Combination Sewer Invest.	26	11	4
95-8-13-08-2	Secondary Settling Tank 1-5 Cable Repairs	27	13	15
2138-08	Reynolds & Edsall: Valve Replacement	28	16	6
95-8-6-08-1	Sale of Real Estate 2400 Perth St.	29	16	5
	Sale of Real Estate 2400 Perth St.	30	16	5
	2008 Passenger Vehicle Lease	31	18	20
	SRF - 2005 Sewer Works	32	18	17
	2006 Water SRF	33	18	18
7189-08	RE-BID Estimate of Quantities	34	16	3
SEPTEMBER				
	2007 Passenger Vehicle Lease	1	3	16
	2006 FWMBC - Public Safety Academy	2	3	15
	2006 Water SRF	3	3	14
95-9-10-08-1	Sale of Real Estate - 604 Lillian Ave.	4	10	5
	2006 Water SRF	10	17	17
	SRF - 2005 Sewer Works	11	17	16
	2006 Water SRF	12	17	17
2088-08	General CIPP 2008 Package #2	13	15	2
2133-08	TRFP - Carbon Slurry Tank Repairs	14	15	3
OCTOBER				
95-10-29-08-1	Memorial Park Designation Policy	1	2	8
95-10-29-08-1	Memorial Park Designation Policy	3	2	8
	2008 Passenger Vehicle Lease	5	4	27
	2006 Water SRF	6	8	17
7210-08	5tth & 6th District Curb & Walk Repairs	7	6	2
7208-08	Penmoken Drive	9	10	3
	2006 Water SRF	11	11	8
	SRF - 2005 Sewer Works	12	11	7
2148-08	Flood Control Program:Woodhurst/Riv. Grn	13	12	2
7205-08	Curb and Walk Repairs 2008	14	14	2
7207-08	Hobson Road Repair	16	14	3
321-08	California Avenue	18	17	3
2095-08	Kirkwood Park Partial Sewer Separation	19	18	5
7206-08	Arterial Emergency Repairs - 2008	20	17	4

SRF - 2005 Sewer Works	22	19	16

Resolution #	Project Name	Resolution Pg. #	Minutes Pg. #	Item #
NOVEMBER				
322-08	E. Washington Blvd. & S. Anthony Blvd.	1	1	2
95-11-26-08-2	Motor Fuel Hedge Program	2	1	4
2163-08	CSO Ponds & Dechlor Security Cameras	8	1	3
	Resolution Memo	10	6	2,3,4
95-11-19-08-4	Parkerdale Sanitary Sewer Project	11	6	7
1905-06	Brown St. Receptacle & Elec. Upgrade	12	6	6
95-11-12-08-2	Zanesville Sanitary Sewer Area Connection	14	10	5
95-11-13-08-3	Zanesville Sewer Capital Improvement	17	10	6
95-11-12-08-4	Water Utility Improvements PER	20	10	7
95-11-12-08-4	Water Utility Improvements PER	20	10	7
	Water Utility Improvements PER	22	10	7
95-11-12-08-5	Signatory Authorization for Water SRF Proj	124	10	8
95-11-12-08-5	Signatory Authorization for Water SRF Proj	125	10	8
1997-08	General Open-Cut Sewers 2008	126	10	2
7212-08	Phase 1, Edgewater Ave. Levee Repair	127	10	3
	2006 Water SRF	129	16	18
	SRF - 2005 Sewer Works	130	16	17
95-11-05-08-1	Release of Sanitary Sewer Easements	131	14	3
95-11-05-08-2	Transfer of Sanitary Sewer Ownership	135	14	4
DECEMBER				
1950-07	St. Rd. 14 Stormwater Improvements	1	9	2
	SRF - 2005 Sewer Works	4	7	28
2040-08	Lake Ave Feeder Main Phase 3	5	11	3
	2007 PSAC Furniture Lease	7	14	24
	2006 Water SRF	8	13	21
	2006 FWMBC - Public Safety Academy	9	14	23

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – C. U. Accounting

DATE: December 26, 2007

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utility vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments for the amount of **$ 373,097.00.** These payments will be funded with the 2006 Waterworks State Revolving Fund loan. These expenses are for construction and professional services for the Colonial Heritage water main replacement, 3RFP North Pump Building, the St. Joe Dam Pump Station and the Filter Valve Project.

Draw #49	All Star Construction & Lake City Bank	35,100.00
Draw #50, #52 & #55	CH2M Hill	40,278.00
Draw #51	Donohue & Assoc.	4,895.00
Draw #53	HNTB Corp.	37,857.00
Draw #54	Weigand Construction & Star Financial Bank	254,967.00
Total SRF Payments		**$ 373,097.00**

Regina A. Kostoff, Chair

John Suarez, Member

Ryan Chasey, Member

January 7, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: December 28, 2007

RE: SRF (STATE REVOLVING FUNDS) – **2005 Sewer Works**

Please include the following sewer SRF payments with the City Utility vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$1,380,855.00.** These payments will be made using the 2005 sewer State Revolving Funds. These expenses are for the WPCP Primary Clarifiers project - W.O. 74742 and the WPCP Dechlorination project – W.O. 75003.

Draw #157	Barton Malow Co.	$1,254,730.00
Draw #158	CH2M Hill	46,104.00
Draw #159	DLZ Indiana	12,878.00
Draw #160 & #162	Donohue & Assoc.	63,143.00
Draw #161	Vulcan Industries	4,000.00
	Total SRF Payments	**$1,380,855.00**

Regina A. Kostoff, Chair

John Suarez, Member

Ryan Chasey, Member

January 2, 2008
Date

2008 City Utilities Budget
Stormwater

Recommended By:

12/31/07
Len Poehler
Director of Utilities

Approved by Board of Stormwater Management:

Bob Kennedy, Chair
Board of Stormwater Management
Date: January 2, 2008

Regina A. Kostoff, Member
Board of Stormwater Management
Date: January 2, 2008

John Suarez, Member
Board of Stormwater Management
Date:

Attested By:

Marilyn Huth, Clerk
Date: January 2, 2008

Approved by:

Date: January 3, 2008

Date: December 17, 2007, revised December 28, 2007
To: BOW members
From: Len Poehler
Re: City Utility Budget – 2008

Executive Summary:

Total 2008 Budgeted Expenses for City Utilities are $44.9 million, up $1.6 million or 3.7% more than the 2007 budget.

Total 2008 Budgeted Revenues for City Utilities are $78.2 million, up $1.6 million or 2.1% more than the 2007 budget.

Total 2008 Capital Spending is budgeted for approximately $65.8 million, funded as follows:

Current operations	$ 12.9 million	Revenues
Water Bond	20.0	Spend down the 2006 SRF Bond
Storm Bond	8.9	Spend down the 2006 Rev Bond
Sewer Bond	7.0	2005 SRF Bond (Primaries)
Sewer Bond	10.0	Spend down the 2007 Rev Bond
Grant and Restricted	7.0	ARF, ACF, TIFF, Contrib.Capital
Total	$ 65.8 million	

Our last Water increase was September 2006; our last Sewer increase was March 2007 and; our last Stormwater increase was January 2006. The slight increase in revenues is from annualization of the 2007 Sewer rate increase for the first two months of 2007. These rate increase s have increased our operating margin to a healthy target margin of 45%.

The budget includes strategic staffing decisions (see staffing below), a 3% COLA, maintenance of over 2,880 miles of buried pipe, the production of 10 billion gallons of drinking water and the processing of 16 billion gallons of wastewater. The budget does not include costs associated with the acquisition and integration of Aqua Indiana's North Assets. The following highlights significant differences from last year's budget:

	Amount	%increase
2007 O&M Budget	**$ 43.3 million**	
Raises @ 3%	0.5	1.2 %
Health Benefits	0.2	0.5
PERF increases	0.8	1.9
Liability Insurances	0.3	0.7
Other (net)	(0.2)	(0.6)
2008 O&M Budget	**$ 44.9 million**	**3.7 %**

Staffing:

Net staffing increased 3.5 FTE. The majority of this increase is increased staffing in our engineering areas. Our capital budgets have been increasing steadily and we expect that trend to continue. We will also add a person to manage our Biosolids contract and assist in the City's green effort. We have also added a data clerk in our sewer maintenance department to assist with Hansen and data driven process improvements.

Cost Management:

The Utilities is committed to continuous quality improvement. We have an active Lean Six Sigma program. We completed our divisional strategic plan in 2005 and several strategic departmental operating plans since then. We added one person to our performance enhancement team. Throughout the year, our quarterly update sessions with Department Heads will measure progress and address accountability on a timely basis.

City Utilities
BUDGET 2008
Financial Highlights
Years ending December 31

	Amounts ($ millions)		
	Budget 2007	**Submitted 2008**	**% incr (decr)**
Operating Revenues			
Water	$30.422	$30.878	1.5%
Wastewater	$34.842	$36.019	3.4%
Storm	$9.447	$9.447	0.0%
Electric	1.750	1.750	0.0%
Yard	0.120	0.120	0.0%
Total Operating Revenues	**$76.581**	**$78.214**	**2.1%**
Budgeted Expenses			
Water	$16.184	$16.805	3.8%
Wastewater	14.434	14.713	1.9%
Storm	2.118	2.183	3.1%
Electric	0.153	0.153	0.0%
Yard	0.131	0.131	0.0%
Admin	10.266	10.899	6.2%
Total Budgeted Expenses	**$43.286**	**$44.884**	**3.7%**
Capital Spending:			
Operating Cash			
Water	$6.041	$4.000	
Wastewater	7.628	4.900	
Stormwater	5.012	4.000	
Sub-Total (Revenue)	18.681	12.900	-30.9%
Bonds & Other Funding			
Water	22.200	22.000	
Wastewater	29.915	20.000	
Stormwater	11.438	10.900	
Sub-Total (Other Funding)	63.553	52.900	-16.8%
Total Capital Budget	**$82.234**	**$65.800**	**-20.0%**

* Budget Packages containing details are available from City Utilities' Financial Serviced Dept

City Utilities
2008 Budget

Storm
Cash Flow Statements
As of December 31

	Amounts ($ millions)			
	Actual 2005	Actual 2006	Budget 2007	Budget 2008
Operating Revenues	5.842	9.440	9.447	9.447
Operating Expenses	3.880	4.709	4.298	4.595
Operating Margin	1.962	4.731	5.149	4.852
Operating Margin %	33.6%	50.1%	54.5%	51.4%
Debt Service *	0.000	0.000	(1.510)	(1.509)
Free Cash after Exising Debt Service	1.962	4.731	3.639	3.342
New Debt	0.000	0.000	0.000	0.000
Capital Spending *	(3.710)	(7.921)	(16.450)	(14.900)
Contributed Capital	0.644	0.877	2.000	2.000
Move (to) / from Restricted Cash	0.000	4.547	9.438	8.900
Captial from Revenue	(3.066)	(2.497)	(5.012)	(4.000)
Other Cash	(0.788)	0.947	0.500	(0.250)
Change in Operating Cash	(1.892)	3.181	(0.873)	(0.908)
Beg Operating Cash	3.738	1.846	5.027	4.154
End Operating Cash	1.846	5.027	4.154	3.246
Capital Spending:				
Revenue:				
Flood Projects	0.000	0.000	0.500	1.000
Storm Engineering	2.448	2.025	4.045	2.000
Storm Maintenance	0.618	0.472	0.467	1.000
Sub-T	3.066	2.497	5.012	4.000
Bond/Restricted Cash				
Revenue Bond 2006	0.000	4.547	9.438	8.900
Contributed Capital	0.644	0.877	2.000	2.000
	3.710	7.921	16.450	14.900

City Utilities
2008 Budget

Storm
Revenue & Expense Trends
As of December 31

		Amounts ($ millions)			
		Actual 2005	Actual 2006	Budget 2007	Budget 2008
Revenues:					
	Residential	1.851	3.544	3.567	3.567
	Commercial	2.433	4.201	4.258	4.258
	Industrial	0.471	0.703	0.833	0.833
	Institutional	0.387	0.616	0.417	0.417
	Governmental	0.1	0.180	0.167	0.167
	Finance Charges	0.058	0.115	0.080	0.080
	Misc Revenue	0.542	0.081	0.125	0.125
	Total	5.842	9.440	9.447	9.447
	Increase (decrease) Prior Year		61.6%	0.1%	0.0%
Expenses (excluding Depr)					
Direct	Storm Maintenance	1.542	1.799	1.836	1.868
	Transfer from Sewer Maint	1.230	1.395	1.295	1.527
	Storm Admin	0.085	0.520	0.092	0.056
	Storm Planning and Design	0.172	0.086	0.111	0.120
Shared	Shared Admin	0.851	0.909	0.964	1.025
		3.880	4.709	4.298	4.595
	Increase (decrease) Prior Year		21.4%	-8.7%	6.9%

City Utilities
2008 Budget

Storm
Income Statements
As of December 31

	Amounts ($ millions)			
	Actual 2005	Actual 2006	Budget 2007	Budget 2008
Revenues				
Operating revenues	5.842	9.440	9.447	9.447
Interest income	0.050	0.897	0.450	0.450
Other Income	0.052	0.015	0.015	0.015
	5.944	10.352	9.912	9.912
Expenses				
Operating Expenses	3.880	4.709	4.298	4.595
Depreciation & Amortization	1.259	1.472	1.400	1.500
	5.139	6.181	5.698	6.095
Income before Interest exp and other	0.805	4.171	4.214	3.817
Interest Expense (with disc / prem)	0.000	(0.601)	0.653	0.634
Capitalized Interest	0.000	0.137	(0.653)	(0.634)
Contributed Capital	0.644	0.877	2.000	2.000
Loss on Abandonment	0.000	0.000	0.000	0.000
Net Income	1.449	4.584	6.214	5.817

2008 City Utilities Budget
Water, Sewer, Electric and Yard

Recommended By:

12/31/07

Len Poehler
Director of Utilities

Approved by Board of Public Works:

Regina A. Kostoff, Chair
Board of Public works

Date: January 2, 2008

Ryan P. Chasey, Member
Board of Public Works

Date: January 2, 2008

John Suarez, Member
Board of Public Works

Date:

Attested By:

Marilyn Huth, Clerk

Date: January 2, 2008

Approved by:

Date: January 3, 2008

Date: December 17, 2007, revised December 28, 2007
To: BOW members
From: Len Poehler
Re: City Utility Budget – 2008

Executive Summary:

Total 2008 Budgeted Expenses for City Utilities are $44.9 million, up $1.6 million or 3.7% more than the 2007 budget.

Total 2008 Budgeted Revenues for City Utilities are $78.2 million, up $1.6 million or 2.1% more than the 2007 budget.

Total 2008 Capital Spending is budgeted for approximately $65.8 million, funded as follows:

Current operations	$ 12.9 million	Revenues
Water Bond	20.0	Spend down the 2006 SRF Bond
Storm Bond	8.9	Spend down the 2006 Rev Bond
Sewer Bond	7.0	2005 SRF Bond (Primaries)
Sewer Bond	10.0	Spend down the 2007 Rev Bond
Grant and Restricted	7.0	ARF, ACF, TIFF, Contrib.Capital
Total	$ 65.8 million	

Our last Water increase was September 2006; our last Sewer increase was March 2007 and; our last Stormwater increase was January 2006. The slight increase in revenues is from annualization of the 2007 Sewer rate increase for the first two months of 2007. These rate increase s have increased our operating margin to a healthy target margin of 45%.

The budget includes strategic staffing decisions (see staffing below), a 3% COLA, maintenance of over 2,880 miles of buried pipe, the production of 10 billion gallons of drinking water and the processing of 16 billion gallons of wastewater. The budget does not include costs associated with the acquisition and integration of Aqua Indiana's North Assets. The following highlights significant differences from last year's budget:

	Amount	%increase
2007 O&M Budget	**$ 43.3 million**	
Raises @ 3%	0.5	1.2 %
Health Benefits	0.2	0.5
PERF increases	0.8	1.9
Liability Insurances	0.3	0.7
Other (net)	(0.2)	(0.6)
2008 O&M Budget	**$ 44.9 million**	**3.7 %**

Staffing:

Net staffing increased 3.5 FTE. The majority of this increase is increased staffing in our engineering areas. Our capital budgets have been increasing steadily and we expect that trend to continue. We will also add a person to manage our Biosolids contract and assist in the City's green effort. We have also added a data clerk in our sewer maintenance department to assist with Hansen and data driven process improvements.

Cost Management:

The Utilities is committed to continuous quality improvement. We have an active Lean Six Sigma program. We completed our divisional strategic plan in 2005 and several strategic departmental operating plans since then. We added one person to our performance enhancement team. Throughout the year, our quarterly update sessions with Department Heads will measure progress and address accountability on a timely basis.

City Utilities
BUDGET 2008
Financial Highlights
Years ending December 31

	Amounts ($ millions)		
	Budget 2007	**Submitted 2008**	**% incr (decr)**
Operating Revenues			
Water	$30.422	$30.878	1.5%
Wastewater	$34.842	$36.019	3.4%
Storm	$9.447	$9.447	0.0%
Electric	1.750	1.750	0.0%
Yard	0.120	0.120	0.0%
Total Operating Revenues	**$76.581**	**$78.214**	**2.1%**
Budgeted Expenses			
Water	$16.184	$16.805	3.8%
Wastewater	14.434	14.713	1.9%
Storm	2.118	2.183	3.1%
Electric	0.153	0.153	0.0%
Yard	0.131	0.131	0.0%
Admin	10.266	10.899	6.2%
Total Budgeted Expenses	**$43.286**	**$44.884**	**3.7%**
Capital Spending:			
Operating Cash			
Water	$6.041	$4.000	
Wastewater	7.628	4.900	
Stormwater	5.012	4.000	
Sub-Total (Revenue)	18.681	12.900	-30.9%
Bonds & Other Funding			
Water	22.200	22.000	
Wastewater	29.915	20.000	
Stormwater	11.438	10.900	
Sub-Total (Other Funding)	63.553	52.900	-16.8%
Total Capital Budget	**$82.234**	**$65.800**	**-20.0%**

* Budget Packages containing details are available from City Utilities' Financial Serviced Dept

City Utilities
Combined Cash Flow Statements
As of December 31

	Amounts ($ millions)			
	Actual 2005	Actual 2006	Budget 2007	Budget 2008
Operating Revenues				
Water	24.841	25.850	30.422	30.878
Wastewater	31.955	28.495	34.842	36.019
Storm	5.842	9.440	9.447	9.447
Total Operating Revenues	62.638	63.785	74.711	76.344
Operating Expenses				
Water	16.807	18.147	18.866	19.429
Wastewater	15.659	16.590	17.531	17.740
Storm	3.880	4.709	4.298	4.595
Total Operating Expenses	36.347	39.446	40.695	41.764
Operating Margin	26.291	24.339	34.016	34.580
Operating Margin %	42.0%	38.2%	45.5%	45.3%
Debt Service	(10.850)	(13.229)	(17.419)	(19.502)
Free Cash after Exising Debt Service	15.441	11.110	16.597	15.077
New Debt	17.699	13.773	72.255	0.000
Capital Spending *	(40.677)	(44.597)	(82.234)	(65.800)
Contributed Capital	6.500	4.812	6.000	6.000
Move (to) / from Restricted Cash	(3.476)	9.552	(14.702)	46.900
Captial from Revenue	(19.954)	(16.460)	(18.681)	(12.900)
Other Cash	(0.217)	(0.866)	2.500	(1.250)
Change in Operating Cash	(4.730)	(6.216)	0.416	0.927
Beg Operating Cash	16.938	12.208	5.993	6.409
End Operating Cash	12.208	5.993	6.409	7.336
Capital Spending:				
Revenue				
Plant	4.766	5.019	5.228	2.500
Distribution	10.701	8.633	11.105	7.000
Maintenance	2.847	2.808	1.948	3.000
Admin	0.000	0.000	0.400	0.400
Sub-T	18.314	16.460	18.681	12.900
Bonds				
Plant	7.151	16.185	30.400	17.000
Distribution	2.838	7.140	25.988	28.900
Maintenance	4.717	0.000	0.000	0.000
Sub-T	14.706	23.325	56.388	45.900
Other Funding	1.157	0.000	1.165	1.000
Contributed Capital	6.500	4.812	6.000	6.000
Total Capital	40.677	44.597	82.234	65.800

City Utilities
Combined Income Statements
As of December 31

	Amounts ($ millions)			
	Actual 2005	Actual 2006	Budget 2007	Budget 2008
Revenues				
Operating revenues	62.638	62.776	74.711	76.344
Interest income	1.476	2.426	2.900	2.450
Other Income	0.052	0.015	0.015	0.015
Total Operating Revenues	64.166	65.217	77.626	78.809
Expenses				
Operating Expenses	36.347	39.446	40.695	41.764
Depreciation & Amortization	12.598	14.265	14.020	14.200
	48.945	53.711	54.715	55.964
Income before Interest exp and other	15.221	11.506	22.911	22.845
Interest Expense (with disc / prem)	(4.386)	(5.325)	(5.108)	(6.090)
Capitalized Interest	1.596	1.596	2.147	2.166
Contributed Capital	6.500	4.812	6.000	5.800
Loss on Abandonment	0.000	0.000	0.000	0.000
Net Income	18.931	12.589	25.950	24.720

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF
THE CITY OF FORT WAYNE, INDIANA AMENDING THE TIMING AND PROCEDURES
FOR FORT WAYNE'S POSSESSION OF THE REAL AND
PERSONAL PROPERTY OF UTILITY CENTER, INC. (NOW D/B/A AQUA INDIANA, INC.)
CONDEMNED PURSUANT TO BOARD OF WORKS RESOLUTIONS

RESOLUTION NUMBER: #95-1-2-08-1

WHEREAS in December of 2007, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana ("City"), adopted a resolution entitled *A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA SETTING FORTH THE DATE, PROCEDURES AND TERMS FOR FORT WAYNE'S POSSESSION OF THE REAL AND PERSONAL PROPERTY OF UTILITY CENTER, INC. (NOW D/B/A AQUA INDIANA, INC.) CONDEMNED PURSUANT TO BOARD OF WORKS RESOLUTIONS* ("December Resolution");

WHEREAS, the City continues discussions with Aqua Indiana to attempt to facilitate a safe, efficient and orderly transfer of the North System assets from Aqua Indiana to the City;

WHEREAS, the City intends to acquire the assets of the North Sewer and Water Systems (North System) after January 8, 2008 on a date to be determined and declared by resolution of the Board in the future, and

WHEREAS, the City wishes to amend the December Resolution to allow for more time to conduct the payment to Aqua Indiana and the subsequent possession of the North System.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. Payment. The Board will issue a check (voucher) to Aqua Indiana in the amount of $16,910,500 and after January 8, 2008 at approximately 10:00am, local time, at a future time to be determined by this Board, submit payment for the North System assets to be acquired (Payment).

2. Property Taken. On the date the Payment has been completed, the City will assume ownership of all assets that comprise Aqua Indiana's complete and fully functioning water and sewer utility systems generally referred to as the North System assets, and described more particularly in the June 2002 Original Resolution and the asset based appraisal dated September 2007 by Malcolm Pirnie, Inc and already provided to Aqua Indiana.

3. Remaining Items. All other items in the December Resolution remain in effect.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

FINAL
For 1/2/08.

APPROVED THIS 2nd DAY OF January, 2008.

BOARD OF PUBLIC WORKS

BY: Regina A. Kostoff
Regina A. Kostoff, Chair

BY: John Suarez
John Suarez, Member

BY: Ryan P. Chasey
Ryan P. Chasey, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk of the Board

Prepared by Chris York for the City of Fort Wayne, Indiana.

1213208

FINAL
For 1/2/08.

75

Board Agenda Transmittal

To: Board of Public Works

From: Ted Nitza, Water Resources, EXTENSION 2906 TN

Date: 12/28/2007, 4:27:33 PM

Re: Resolution/Contract# 95-1-2-08-1, Work Order# N/A
A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF
THE CITY OF FORT WAYNE, INDIANA AMENDING THE TIMING AND PROCEDURES
FOR FORT WAYNE'S POSSESSION OF THE REAL AND
PERSONAL PROPERTY OF UTILITY CENTER, INC. (NOW D/B/A AQUA INDIANA, INC.)
CONDEMNED PURSUANT TO BOARD OF WORKS RESOLUTIONS

Enclosed are (three) originals and **one copy** of the following to be placed on the **Board** agenda for **January 2, 2008**.

☐ Resolution Type ☐ Award ☐ Acceptance ☐ Contracts ☐ Change Order

☐ Agreement Type ☐ Escrow Release ☐ Claims/Write offs

☐ Special Street Permit ☒ Other (See Comments)

***Prior Approval Required**	☐ **Yes**	☒ **No**	
***Council Approval Required**	☐ **Yes**	☒ **No**	**Date for Council Agenda: N/A.**
Project/Agreement Amount	**N/A**		

Additional Comments: This proposed Resolution amends the Board's determination of the date to make the payment to Aqua Indiana for the Northern Assets of Utility Center. The new timing proposes to take ownership of the North System on or after January 8th, 2008.

Upon approval please return copies to Ted Nitza, Room 480

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF
THE CITY OF FORT WAYNE, INDIANA AMENDING THE TIMING AND PROCEDURES
FOR FORT WAYNE'S POSSESSION OF THE REAL AND
PERSONAL PROPERTY OF UTILITY CENTER, INC. (NOW D/B/A AQUA INDIANA, INC.)
CONDEMNED PURSUANT TO BOARD OF WORKS RESOLUTIONS

RESOLUTION NUMBER: #95-1-2-08-1

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3. Remaining Items. All other items in the December Resolution remain in effect.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

FINAL
For 1/2/08.

77

OUS

APPROVED THIS 2nd DAY OF January, 2008.

BOARD OF PUBLIC WORKS

BY: _____
Regina A. Kostoff, Chair

BY: _____
John Suarez, Member

BY: _____
Ryan P. Chasey, Member

ATTEST: _____
Marilyn Huth, Clerk of the Board

Prepared by Chris York for the City of Fort Wayne, Indiana.

1213208

FINAL
For 1/2/08.

78

P. O.:
REQ. #: 8SWM005

DATE: 01/03/08 AGENCY: 027 ORG: Garb APPR. UNIT:
VENDOR #: 01203501 NAME: Toter Inc.
REQUESTED BY: Matt Gratz PHONE: 2474 DEL DATE:
DIV: Solid Waste DELIVER TO: RESP. PERSON: Matt Gratz
PREVIOUS REQ. #, P.O. #, & VENDOR: Toter Inc 6SWM009 Toter In 7SWM005
Attn: Monte Clindaniel 704-905-9180 or 219-797-2913
SUGGESTED VENDOR: Toter Inc., PO Box 5338 Statesville, NC 28687-5338 Federal ID#56-136-2422

ACCOUNT INFORMATION

LN	FUND	AGENCY	ORG	OBJ	W.O.#	TOTAL
01	012	027	Garb	5399		$173,477.00

COMMODITY INFORMATION

LN	QTY	UNIT	COMM #	DESCRIPTION	UNIT COST	EXT COST	T
01			270500	96 or 48 gallon trash cart maintenance	1.80/ez	$173,477.00	
				for 2008			
				15 cents per month per cart in service			
						$173,477.00	

Wendy Barrott
APPROVED DEPARTMENT HEAD

Bob Ramsey
APPROVED DIVISION HEAD

FW2314 REV. 11-92

WHITE - PURCHASING
YELLOW - DEPARTMENT

Approval of Purchase Order for Garbage Cart Maintenance with Toter, Inc.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Date: January 9, 2008

Regina A. Kostoff, Chair

John Suarez, Member

Ryan P. Chasey, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

P. O.:

REQ. #: 8SWM0002

DATE: 1/3/2008 AGENCY: 027 ORG Garb APPR. UNIT:

VENDOR #: 176301 NAME: National Serv-All

REQUESTED BY: Matt Gratz PHONE: x2474 DEL DATE:

DEPT: Solid Waste DELIVER TO: room 270 RESP. PERSON Matt Gratz EXT: 2474

PREVIOUS REQ. #, P.O. #, & VENDOR: 6SWM002 National Serv-All

7SWM002 National Se Serv-All

SUGGESTED VENDOR: National Serv-All

ACCOUNT INFORMATION

LN	FUND	AGENCY	ORG	OBJ	W.O.#	TOTAL
01	012	027	Garb	535c		$1,083,762.00

COMMODITY INFORMATION

LN	QTY	UNIT	COMM #	DESCRIPTION	UNIT COST	EXT COST	T
01	1	each	990823	2008 Recycling Collection		1,083,762.00	
				The City of Fort Wayne has a four (4) year contract			
				with National Serv-All for curbside residential			
				recycling services. Payment is made monthly by			
				the ton.			
				4 year contract is through 12/31/09			
				2008 tonnage rate is an estimated 106.61/ton			
				Subject to CPI Feb 2008			
					Total	1,083,762.00	

Wendy Barrett

APPROVED DEPARTMENT HEAD

APPROVED DIVISION HEAD

FW2314 REV. 11-92

ORIGINAL - PURCHASING
COPY - DEPARTMENT

P. O.:

REQ. #: 8SWM001

DATE: 1/3/2008 AGENCY: 027 ORG Garb APPR. UNIT:

VENDOR #: 176301 NAME: National Serv-All

REQUESTED BY: Matt Gratz PHONE: 427-2474 DEL DATE:

DEPT: Solid Waste DELIVER TO: rm 270 RESP. PERSON Matt Gratz EXT: 2474

PREVIOUS REQ. #, P.O. #, & VENDOR: 6SMW002 National Serv-all

7SWM001 National Serv-all

SUGGESTED VENDOR: National Serv-All

ACCOUNT INFORMATION

LN	FUND	AGENCY	ORG	OBJ	W.O.#	TOTAL
01	012	027	Garb	5356		$7,546,722.00

COMMODITY INFORMATION

LN	QTY	UNIT	COMM #	DESCRIPTION	UNIT COST	EXT COST	T
01	1	each	990485	2008 garbage collection		7,546,722.00	
				The City of Fort Wayne has a four (4) yr contract			
				with National Serva-all for resident al garbage			
				collection and disposal. Payment is made			
				monthly and by the ton.			
				Contract is through 12/31/09.			
				2008 rate is based on a per ton rate of 72.19/ton			
				Subject to CPI increase			
					Total	7,546,722.00	

Wendy Bavott

APPROVED DEPARTMENT HEAD

Bob Kennedy

APPROVED DIVISION HEAD

FW2314 REV. 11-92

ORIGINAL - PURCHASING
COPY - DEPARTMENT

Approval of Purchase Orders for Garbage & Recycling Collection with National Serv-All.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Date: January 9, 2008

Regina A. Kostoff

Regina A. Kostoff, Chair

John Suarez, Member

Ryan P. Chasey

Ryan P. Chasey, Member

ATTEST: Marilyn Huth

Marilyn Huth, Clerk

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROPRIATING AND CONDEMNING REAL PROPERTY FOR USE BY THE CITY OF FORT WAYNE, INDIANA, AND ASSESSING BENEFITS TO PROPERTY OWNERS FOR THE CONSTRUCTION OF THE HUESTIS-MAPLE SANITARY SEWER PROJECT

RESOLUTION NUMBER #95-1-9-08-2

WHEREAS, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana (the "City"), has determined to proceed with the construction of approximately 5,600 linear feet of 12 inch to 42 inch diameter storm sewers, with appurtenances, in an area generally bounded by Scott Avenue on the north, Broadway Street on the east, Park Avenue on the south, and the St. Mary's River on the west, commonly known as the *Huestis-Maple Area Partial Sewer Separation Project* ("Project"), in order to provide a necessary and publicly beneficial sanitary sewer system in and serving residents of said area; and

WHEREAS, to continue the Project, it is necessary to condemn and appropriate certain real property in the City of Fort Wayne, Allen County, being more particularly described on "Exhibit A" attached hereto; and

WHEREAS, the City has determined that it is necessary and of public utility benefit to proceed with such a condemnation and appropriation; and

WHEREAS, IC 32-24-2 provides a mechanism pursuant to which the Board may proceed with such condemnation and appropriation; and

WHEREAS, IC 32-24-2-6 requires the adoption by the Board a resolution expressing the desire of the Board to condemn and appropriate such interests; and identifying such real estate as may be injuriously or beneficially affected; and

WHEREAS, pursuant to IC 32-24-2-6, the Board, on November 28, 2007, adopted such a resolution entitled, "A Resolution of the Board of Public Works of the City of Fort Wayne, Indiana, Appropriating and Condemning Real Property for Use by the City of Fort Wayne, Indiana, and Assessing Benefits to Property Owners for the Construction of the Huestis-Maple Sanitary Sewer Project, Resolution Number 94-11-28-07-2" (the "Original Resolution"); and

WHEREAS, IC 32-24-2-6 requires the Board to publish notice of adoption of said resolution and of the date and time and place at which the Board will receive or hear remonstrances from persons interested in or affected by the Board's proceedings under IC 32-24-2; and

WHEREAS, IC 32-24-2-6 requires the Board to consider any such remonstrances and then take final action confirming, modifying, or rescinding its original resolution; and

WHEREAS, pursuant to IC 32-24-6, the Board, on January 2, 2008, after publication of proper notice, held a public hearing and now desires to confirm the Original Resolution; and

WHEREAS, the Original Resolution identified one (1) property owner from which real property is to be acquired in furtherance of the Project; and

WHEREAS, the property owner identified in the Original Resolution has not agreed to convey the real property to the City in lieu of condemnation; and

WHEREAS, IC 32-24-2-7 requires the Board to have prepared a list of all owners or holders of property, and of interests in it, sought to be acquired, benefited, or to be injuriously affected; and

WHEREAS, the Board has prepared a list of all remaining property owners and their respective interests in the property sought to be taken hereby, which list is attached hereto as Exhibit A; and

WHEREAS, IC 32-24-2-8 requires the Board to award damages sustained and assess the benefits accruing to each piece of property on such list and to serve written notice of the same upon the owner of each piece of property; and, in such notices, to name the date on which the Board shall receive or hear remonstrances from persons with regard to their respective awards, benefits, or assessments, after such time the Board shall, pursuant to IC 32-24-2-10, sustain or modify such awards, benefits, or assessments; and

WHEREAS, the Board, through a separate process undertaken contemporaneously herewith, is proceeding to assess the property owners benefiting from the Project for a portion of the costs associated with the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. That the Board hereby confirms the Original Resolution and reaffirms its desire to complete the Project as set forth in the Original Resolution.

2. That the Board hereby confirms and reaffirms that the Project is necessary, beneficial and of public utility benefit as set forth in the Original Resolution.

3. That the Board hereby confirms and reaffirms that it is necessary to condemn and appropriate the interests in real property described on Exhibit A attached hereto as set forth in the Original Resolution.

4. That pursuant to IC 32-24-2-8, the Board awards damages, if any, and assesses benefits, if any, as shown on Exhibit A attached hereto and made a part hereof.

5. That the Board hereby sets Wednesday, January 30, 2008, at 10:30 a.m., in the Omni Room (Room 250) of the City-County Building (One East Main Street, Fort Wayne, Indiana) as the date, time, and place at which the Board shall receive or hear remonstrances from persons with regard to the amount of their respective awards, benefits, or assessments.

6. That at the hearing set herein for remonstrances, the Board shall consider any such remonstrances and shall thereafter take final action sustaining or modifying this resolution.

7. That the Clerk of the Board shall and hereby is directed and authorized to send notice of said hearing on remonstrances to the property owner listed on Exhibit A attached hereto.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

Adopted this 9th day of January, 2008.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Regina A. Kostoff, Chair

Ryan P. Chasey, Member

John Suarez, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA }

} SS:

COUNTY OF ALLEN }

Before me, a Notary Public in and for said County and State personally appeared Regina A. Kostoff, John Suarez, Ryan P. Chasey, members of the Board of Public Works and Marilyn Huth, its Clerk, who acknowledged the execution of the foregoing resolution as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 9th day of January 2008.

Michelle R. Nelson

Notary Public

Resident of _____ County

Michelle R. Nelson

Printed Name of Notary

My commission expires:

_____

MICHELLE R. NELSON NOTARY SEAL ALLEN COUNTY NOTARY PUBLIC, STATE OF INDIANA MY COMMISSION EXPIRES OCTOBER 26, 2014

EXHIBIT A

Parcel	Property Owner and Address	Approximate Property Size	Deed Reference	Legal Description	Awarded Damages
1	David A. Durnell, Marsha J. Modezjewski, & Dennis Durnell 1117 Huestis Avenue Fort Wayne, IN 46807	2,800 ft.^{2} Permanent Easement 1,400 ft.^{2} Temporary Easement	990003175	See Exhibit A-1	$2,000.00

EXHIBIT A-1

Permanent Easement Description

Part of the West 17 feet of Lot Number 2 and part of Lot Number 3 in Huestis Addition to the City of Fort Wayne, Allen County, Indiana, more particularly described as follows:

Commencing at the northeast corner of the West 17 feet of said Lot Number 2; thence North 89 degrees 12 minutes 55 seconds West, a distance of 10.00 feet along the north line of said Lot Number 2 to the Point of Beginning; thence South 00 degrees 42 minutes 33 seconds West, a distance of 140.00 feet parallel with the east line of the West 17 feet of said Lot Number 2 to the south line of said Lot Number 2; thence North 89 degrees 13 minutes 01 seconds West, a distance of 20.00 feet along said south line and the south line of said Lot Number 3; thence North 00 degrees 42 minutes 33 seconds East, a distance of 140.00 feet parallel with said east line to the north line of said Lot Number 3; thence South 89 degrees 12 minutes 55 seconds East, a distance of 20.00 feet along said north line and the north line of said Lot Number 2 to the Point of Beginning, containing 2,800 square feet, more or less.

Temporary Easement Description

Part of the West 17 feet of Lot Number 2 in Huestis Addition to the City of Fort Wayne, Allen County, Indiana, more particularly described as follows:

Beginning at the northeast corner of the West 17 feet of said Lot Number 2; thence South 00 degrees 42 minutes 33 seconds West, a distance of 140.00 feet along the east line of the West 17 feet of said Lot Number 2 to the south line of said Lot Number 2; thence North 89 degrees 13 minutes 01 seconds West, a distance of 10.00 feet along said south line; thence North 00 degrees 42 minutes 33 seconds East, a distance of 140.00 feet parallel with said east line to the north line of said Lot Number 2; thence South 89 degrees 12 minutes 55 seconds East, a distance of 10.00 feet along said north line to the Point of Beginning, containing 1,400 square feet, more or less.

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROPRIATING AND CONDEMNING REAL PROPERTY FOR USE BY THE CITY OF FORT WAYNE, INDIANA, AND ASSESSING BENEFITS TO PROPERTY OWNERS FOR THE CONSTRUCTION OF THE BASS ROAD WATER MAIN EXTENSION PROJECT

RESOLUTION NUMBER #95-1-9-08-1

WHEREAS, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana (the "City"), has determined to proceed with the construction of approximately 2,645 lineal feet of sixteen (16) inch potable water mains with appurtenances to serve existing and future development in the general area of Bass Road between Interstate 69 and Flaugh Road, in order to provide a necessary and publicly beneficial potable water system for current and future residents in the area along Bass Road west of Interstate 69 in Allen County, Indiana ("Project Area"); and

WHEREAS, to continue the Project, it is necessary to condemn and appropriate certain real property in the City of Fort Wayne, Allen County, being more particularly described on "Exhibit A" attached hereto; and

WHEREAS, the City has determined that it is necessary and of public utility benefit to proceed with such a condemnation and appropriation; and

WHEREAS, IC 32-24-2 provides a mechanism pursuant to which the Board may proceed with such condemnation and appropriation; and

WHEREAS, IC 32-24-2-6 requires the adoption by the Board a resolution expressing the desire of the Board to condemn and appropriate such interests; and identifying such real estate as may be injuriously or beneficially affected; and

WHEREAS, pursuant to IC 32-24-2-6, the Board, on November 21, 2007, adopted such a resolution entitled, "A Resolution of the Board of Public Works of the City of Fort Wayne, Indiana, Appropriating and Condemning Real Property for Use by the City of Fort Wayne, Indiana, and Assessing Benefits to Property Owners for the Construction of the Bass Road Water Main Extension Project, Resolution Number 94-11-21-07-1" (the "Original Resolution"); and

WHEREAS, IC 32-24-2-6 requires the Board to publish notice of adoption of said resolution and of the date and time and place at which the Board will receive or hear remonstrances from persons interested in or affected by the Board's proceedings under IC 32-24-2; and

WHEREAS, IC 32-24-2-6 requires the Board to consider any such remonstrances and then take final action confirming, modifying, or rescinding its original resolution; and

WHEREAS, pursuant to IC 32-24-6, the Board, on January 2, 2008, after publication of proper notice, held a public hearing and now desires to confirm the Original Resolution; and

WHEREAS, the Original Resolution identified one (1) property owner from which real property is to be acquired in furtherance of the Project; and

WHEREAS, the property owner identified in the Original Resolution has not agreed to convey the real property to the City in lieu of condemnation; and

WHEREAS, IC 32-24-2-7 requires the Board to have prepared a list of all owners or holders of property, and of interests in it, sought to be acquired, benefited, or to be injuriously affected; and

WHEREAS, the Board has prepared a list of all remaining property owners and their respective interests in the property sought to be taken hereby, which list is attached hereto as Exhibit A; and

WHEREAS, IC 32-24-2-8 requires the Board to award damages sustained and assess the benefits accruing to each piece of property on such list and to serve written notice of the same upon the owner of each piece of property; and, in such notices, to name the date on which the Board shall receive or hear remonstrances from persons with regard to their respective awards, benefits, or assessments, after such time the Board shall, pursuant to IC 32-24-2-10, sustain or modify such awards, benefits, or assessments; and

WHEREAS, the Board, through a separate process undertaken contemporaneously herewith, is proceeding to assess the property owners benefiting from the Project for a portion of the costs associated with the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. That the Board hereby confirms the Original Resolution and reaffirms its desire to complete the Project as set forth in the Original Resolution.

2. That the Board hereby confirms and reaffirms that the Project is necessary, beneficial and of public utility benefit as set forth in the Original Resolution.

3. That the Board hereby confirms and reaffirms that it is necessary to condemn and appropriate the interests in real property described on Exhibit A attached hereto as set forth in the Original Resolution.

4. That pursuant to IC 32-24-2-8, the Board awards damages, if any, and assesses benefits, if any, as shown on Exhibit A attached hereto and made a part hereof.

5. That the Board hereby sets Wednesday, January 30, 2008, at 10:00 a.m., in the Omni Room (Room 250) of the City-County Building (One East Main Street, Fort Wayne, Indiana) as the date, time, and place at which the Board shall receive or hear remonstrances from persons with regard to the amount of their respective awards, benefits, or assessments.

6. That at the hearing set herein for remonstrances, the Board shall consider any such remonstrances and shall thereafter take final action sustaining or modifying this resolution.

7. That the Clerk of the Board shall and hereby is directed and authorized to send notice of said hearing on remonstrances to the property owner listed on Exhibit A attached hereto.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

Adopted this 9th day of January, 2008.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Regina A. Kostoff, Chair

Ryan P. Chasey, Member

John Suarez, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA }

} SS:

COUNTY OF ALLEN }

Before me, a Notary Public in and for said County and State personally appeared Regina A. Kostoff, John Suarez, Ryan P. Chasey, members of the Board of Public Works and Marilyn Huth, its Clerk, who acknowledged the execution of the foregoing resolution as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 9th day of January 2008.

My commission expires: _____

Notary Public

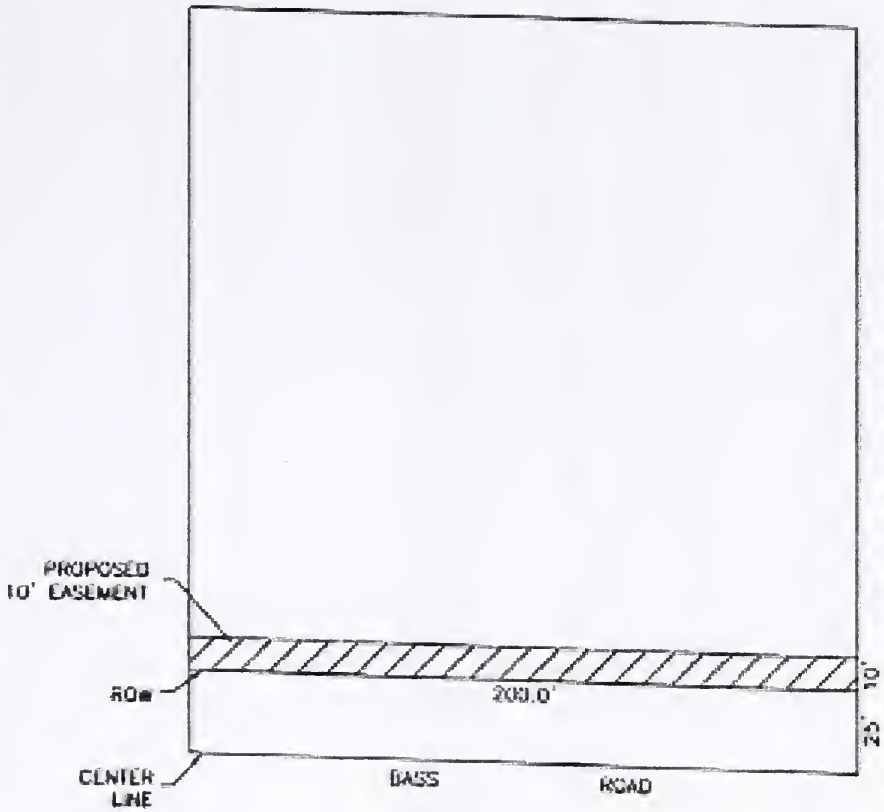
Resident of Allen County

Michelle R. Nelson

Printed Name of Notary

EXHIBIT A

Parcel	Property Owner and Address	Approximate Property Size	Deed Reference	Legal Description	Awarded Damages
1	Siegers, Norman and Helene 6310 Bass Road Fort Wayne, IN 46808	2,000 ft.^{2}	960020135	See Exhibit A-1	$1,309.00



SCALE: 1" = 50'

EXHIBIT A

Part of the Fractional Southwest Quarter of Section 31, Township 31 North, Range 12 East of the Second Principal Meridian, Allen County, Indiana, more particularly described as follows:

A potable water easement commencing at the intersection of the centerline of Bass Road and the centerline of Clough Road at a ½ inch steel rebar marking the Southwest corner of said fractional Southwest Quarter; thence South 88 degrees 25 minutes 12 seconds East (adjoining deed bearing), a distance of 192.00 feet along the South line of said Fractional Southwest Quarter and the center line of Bass Road to a 5/8 inch steel rebar; thence North 00 degrees 00 seconds East parallel with the West line of said Fractional Southwest Quarter, a distance of 25.0 feet to the POINT OF BEGINNING of the herein described easement; thence North 00 degrees 00 minutes 00 seconds East, a distance of ten feet parallel with the West line of said Fractional Southwest Quarter; thence South 88 degrees 25 minutes 12 seconds East, a distance of 200.00 feet parallel with the South line of said Fractional Southwest Quarter; thence South 00 degrees 00 minutes 00 seconds East, a distance of ten feet parallel with the West line of said Fractional Southwest Quarter; thence North 88 degrees 25 minutes 12 seconds West, a distance of 200.00 feet parallel with said South line and centerline to the POINT OF BEGINNING, containing 0.0459 acres, more or less.

EXHIBIT A-1

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROPRIATING AND CONDEMNING REAL PROPERTY FOR USE BY THE CITY OF FORT WAYNE, INDIANA, AND ASSESSING BENEFITS TO PROPERTY OWNERS FOR THE CONSTRUCTION OF THE BASS ROAD WATER MAIN EXTENSION PROJECT

RESOLUTION NUMBER 95-1-9-08-1

WHEREAS, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana (the "City"), has determined to proceed with the construction of approximately 2,645 lineal feet of sixteen (16) inch potable water mains with appurtenances to serve existing and future development in the general area of Bass Road between Interstate 69 and Flaugh Road, in order to provide a necessary and publicly beneficial potable water system for current and future residents in the area along Bass Road west of Interstate 69 in Allen County, Indiana ("Project Area"); and

WHEREAS, to continue the Project, it is necessary to condemn and appropriate certain real property in the City of Fort Wayne, Allen County, being more particularly described on "Exhibit A" attached hereto; and

WHEREAS, the City has determined that it is necessary and of public utility benefit to proceed with such a condemnation and appropriation; and

WHEREAS, IC 32-24-2 provides a mechanism pursuant to which the Board may proceed with such condemnation and appropriation; and

WHEREAS, IC 32-24-2-6 requires the adoption by the Board a resolution expressing the desire of the Board to condemn and appropriate such interests; and identifying such real estate as may be injuriously or beneficially affected; and

WHEREAS, pursuant to IC 32-24-2-6, the Board, on November 21, 2007, adopted such a resolution entitled, "A Resolution of the Board of Public Works of the City of Fort Wayne, Indiana, Appropriating and Condemning Real Property for Use by the City of Fort Wayne, Indiana, and Assessing Benefits to Property Owners for the Construction of the Bass Road Water Main Extension Project, Resolution Number 94-11-21-07-1" (the "Original Resolution"); and

WHEREAS, IC 32-24-2-6 requires the Board to publish notice of adoption of said resolution and of the date and time and place at which the Board will receive or hear remonstrances from persons interested in or affected by the Board's proceedings under IC 32-24-2; and

WHEREAS, IC 32-24-2-6 requires the Board to consider any such remonstrances and then take final action confirming, modifying, or rescinding its original resolution; and

WHEREAS, pursuant to IC 32-24-6, the Board, on January 2, 2008, after publication of proper notice, held a public hearing and now desires to confirm the Original Resolution; and

WHEREAS, the Original Resolution identified one (1) property owner from which real property is to be acquired in furtherance of the Project; and

WHEREAS, the property owner identified in the Original Resolution has not agreed to convey the real property to the City in lieu of condemnation; and

WHEREAS, IC 32-24-2-7 requires the Board to have prepared a list of all owners or holders of property, and of interests in it, sought to be acquired, benefited, or to be injuriously affected; and

WHEREAS, the Board has prepared a list of all remaining property owners and their respective interests in the property sought to be taken hereby, which list is attached hereto as Exhibit A; and

WHEREAS, IC 32-24-2-8 requires the Board to award damages sustained and assess the benefits accruing to each piece of property on such list and to serve written notice of the same upon the owner of each piece of property; and, in such notices, to name the date on which the Board shall receive or hear remonstrances from persons with regard to their respective awards, benefits, or assessments, after such time the Board shall, pursuant to IC 32-24-2-10, sustain or modify such awards, benefits, or assessments; and

WHEREAS, the Board, through a separate process undertaken contemporaneously herewith, is proceeding to assess the property owners benefiting from the Project for a portion of the costs associated with the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

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2. That the Board hereby confirms and reaffirms that the Project is necessary, beneficial and of public utility benefit as set forth in the Original Resolution.

3. That the Board hereby confirms and reaffirms that it is necessary to condemn and appropriate the interests in real property described on Exhibit A attached hereto as set forth in the Original Resolution.

4. That pursuant to IC 32-24-2-8, the Board awards damages, if any, and assesses benefits, if any, as shown on Exhibit A attached hereto and made a part hereof.

5. That the Board hereby sets Wednesday, January 30, 2008, at 10:00 a.m., in the Omni Room (Room 250) of the City-County Building (One East Main Street, Fort Wayne, Indiana) as the date, time, and place at which the Board shall receive or hear remonstrances from persons with regard to the amount of their respective awards, benefits, or assessments.

6. That at the hearing set herein for remonstrances, the Board shall consider any such remonstrances and shall thereafter take final action sustaining or modifying this resolution.

7. That the Clerk of the Board shall and hereby is directed and authorized to send notice of said hearing on remonstrances to the property owner listed on Exhibit A attached hereto.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

Adopted this 9th day of January, 2008.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Regina A. Kostoff, Chair

Ryan P. Chasey, Member

John Suarez, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA }

} SS:

COUNTY OF ALLEN }

Before me, a Notary Public in and for said County and State personally appeared Regina A. Kostoff, John Suarez, Ryan P. Chasey, members of the Board of Public Works and Marilyn Huth, its Clerk, who acknowledged the execution of the foregoing resolution as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 9th day of January 2008

My commission expires:

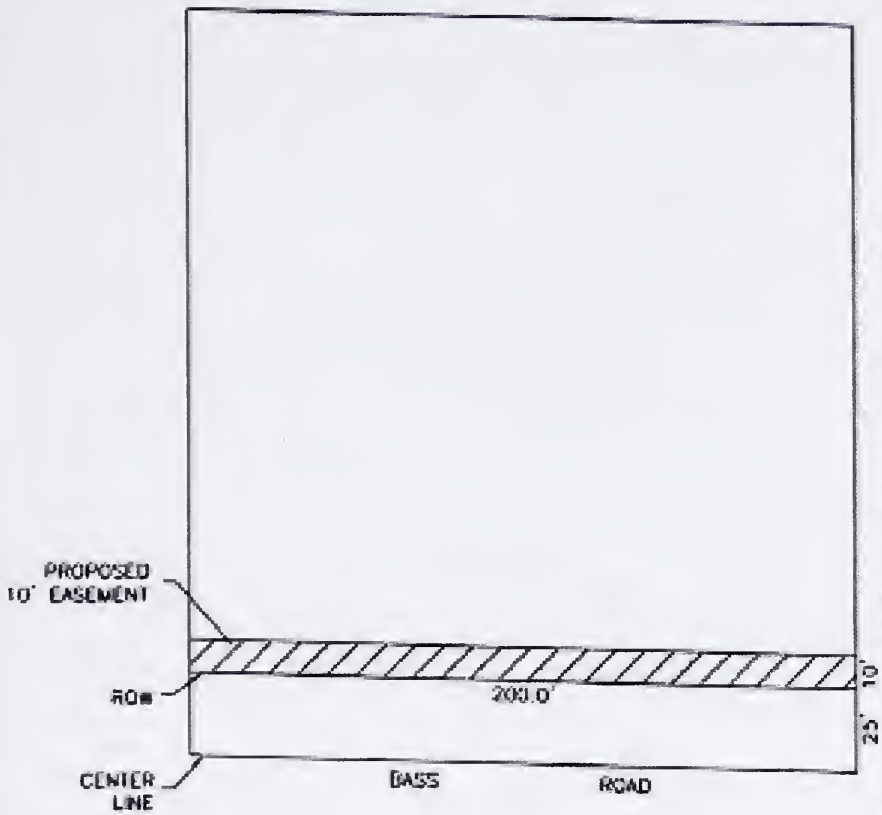
MICHELLE R. NELSON
MY COMMISSION EXPIRES
October 26, 2014
NOTARY SEAL
ALLEN COUNTY
NOTARY PUBLIC, STATE OF INDIANA

Michelle R. Nelson
Notary Public
Resident of Allen County

Michelle R. Nelson
Printed Name of Notary

EXHIBIT A

Parcel	Property Owner and Address	Approximate Property Size	Deed Reference	Legal Description	Awarded Damages
1	Siegers, Norman and Helene 6310 Bass Road Fort Wayne, IN 46808	2,000 ft.^{2}	960020135	See Exhibit A-1	$1,309.00



SCALE: 1" = 50'

EXHIBIT A

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EXHIBIT A-1

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: January 16, 2008

RE: 2006 Fort Wayne Municipal Building Corp - Public Safety Academy

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $26,034.09 to be paid from the proceeds of the 2006 FWMBC - Public Safety Academy which are held in an escrow at U.S. Bank Corporate Trust Services/LaSalle Bank.

Schenkel Shultz	Req #31		12,284.91
City Utilities		Req #32	1,449.18
Site Security:			
Stephen R. Reed	Req #31	Req #32	528.00
Jeff Hadley	Req #31	Req #32	1,584.00
Kevin Zelt	Req #31	Req #32	2,088.00
David Nelson	Req #31	Req #32	2,112.00
Scott Criswell	Req #31	Req #32	576.00
Gary Griffith	Req #31	Req #32	156.00
Trent Lee Farrell		Req #32	600.00
Mark Gerardot		Req #32	288.00
Chad Wagner		Req #32	216.00
Jay Thompson		Req #32	504.00
Tim Bobay		Req #32	144.00
John Shank	Req #31	Req #32	1,152.00
Juan Barrientas	Req #31	Req #32	2,352.00
		Total for Requests	**$ 26,034.09**

Regina A. Kostoff, Chair

John Suarez, Member

Ryan Chasey, Member

January 16, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: January 16, 2008

RE: 2006 Fort Wayne Municipal Building Corp - Public Safety Academy

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $11,184.81 to be paid from the proceeds of the 2006 FWMBC - Public Safety Academy which are held in an escrow at U.S. Bank Corporate Trust Services/LaSalle Bank.

Triscape, Inc.	Req #33	3,370.00
City Utilities	Req #33	1,314.81
Ciocca's Executive Cleaning	Req #33	6,500.00
	Total for Requests	**$ 11,184.81**

Regina A. Kostoff, Chair

John Suarez, Member

Ryan Chasey, Member

January 16, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: January 16, 2008

RE: 2006 Computer Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $5,408.27 to be paid from the proceeds of the 2006 Computer Lease which are held in an escrow account at Wells Fargo Corporate Trust Services.

DELL Marketing, L.P.	PR #32	4,791.03
ASAP Software	PR #32	617.24
	Total for Payment Request	**$ 5,408.27**

Regina A. Kostoff, Chair

John Suarez, Member

Ryan Chasey, Member

January 16, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: January 16, 2008

RE: 2006 Financial System Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $4,500.00 to be paid from the proceeds of the 2006 Financial System Lease which are held in an escrow account at Wells Fargo Corporate Trust Services.

Tyler Technologies	PR #17	4,500.00
	Total for Payment Requests	**$ 4,500.00**

Regina A. Kostoff, Chair

John Suarez, Member

Ryan Chasey, Member

January 16, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: January 16, 2008

RE: 2007 PSAC Furniture Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $55,785.06 to be paid from the proceeds of the 2007 PSAC Furniture Lease Financing which are held in an escrow at JP Morgan Trust Company.

NETech Corporation	PR #11	21,053.97
Peter Pepper Products	PR #11	17,436.00
CDW Government, Inc.	PR #11	13,051.11
ASAP Software	PR #11	982.34
DELL Marketing LP	PR #11	3,261.64
Total for Payment Requests		**$ 55,785.06**

Regina A. Kostoff, Chair

John Suarez, Member

Ryan Chasey, Member

January 16, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: January 16, 2008

RE: 2007 PSAC Furniture Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $163,853.00 to be paid from the proceeds of the 2007 PSAC Furniture Lease Financing which are held in an escrow at JP Morgan Trust Company.

Professional Systems Installations, Inc.		PR #8	19,798.00
Sensory Technologies		PR #8	129,153.00
IKON Office Solutions		PR #8	2,148.00
DELL Marketing LP	PR #9	PR #8	12,754.00
		Total for Payment Requests	**$ 163,853.00**

Regina A. Kostoff, Chair

John Suarez, Member

Ryan Chasey, Member

January 16, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: January 16, 2008

RE: 2007 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $141,041.18 to be paid from the proceeds of the 2007 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #17 & #18

Nesco Sales & Service	87,199.00
Animal Care Equipment & Services	340.63
Don Ayres Pontiac	53,501.55
Total for Payment Requests	**$ 141,041.18**

Regina A. Kostoff, Chair

John Suarez, Member

Ryan Chasey, Member

January 16, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: January 16, 2008

RE: 2006 Fire Truck Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $52,242.20 to be paid from the proceeds of the 2006 Fire Truck Lease Financing which are held in an escrow at JP Morgan Trust Company.

Extrication Solutions, LLC	Req #12	39,728.00
Fire Service Inc	Req #12	12,514.20
	Total for Request	**$ 52,242.20**

Regina A. Kostoff, Chair

John Suarez, Member

Ryan Chasey, Member

January 16, 2008
Date

COPY

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF
THE CITY OF FORT WAYNE, INDIANA
FURTHER AMENDING THE TIMING AND PROCEDURES
AND ALSO APPROVING A PARTIAL SETTLEMENT AGREEMENT FOR FORT WAYNE'S
POSSESSION OF THE REAL AND
PERSONAL PROPERTY OF UTILITY CENTER, INC. (NOW D/B/A AQUA INDIANA, INC.)
CONDEMNED PURSUANT TO BOARD OF WORKS RESOLUTIONS

RESOLUTION NUMBER: #95-1-16-08-1

WHEREAS in December of 2007, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana ("City"), adopted a resolution entitled *A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA SETTING FORTH THE DATE, PROCEDURES AND TERMS FOR FORT WAYNE'S POSSESSION OF THE REAL AND PERSONAL PROPERTY OF UTILITY CENTER, INC. (NOW D/B/A AQUA INDIANA, INC.) CONDEMNED PURSUANT TO BOARD OF WORKS RESOLUTIONS* ("December Resolution");

WHEREAS in January of 2008, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana ("City"), adopted a resolution entitled *A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA AMENDING THE TIMING AND PROCEDURES FOR FORT WAYNE'S POSSESSION OF THE REAL AND PERSONAL PROPERTY OF UTILITY CENTER, INC. (NOW D/B/A AQUA INDIANA, INC.) CONDEMNED PURSUANT TO BOARD OF WORKS RESOLUTIONS*;

WHEREAS, the City continues discussions with Aqua Indiana to facilitate a safe, efficient and orderly transfer of the North System assets from Aqua Indiana to the City and has reached a Settlement Agreement and Release attached as Exhibit A to this resolution; and

WHEREAS, the City intends to acquire the assets of the North Sewer and Water Systems (North System) on or shortly after February 12, 2008.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. Payment. The Board will issue a check (voucher) to Aqua Indiana in the amount of $16,910,500 and on or shortly after February 12, 2008 at approximately 10:00am, local time, submit payment for the North System assets to be acquired (Payment).

2. Property Taken. On the date the Payment has been completed, the City will assume ownership of all assets that comprise Aqua Indiana's complete and fully functioning water and sewer utility systems generally referred to as the North System assets, and described more particularly in the June 2002 Original Resolution and the asset based appraisal dated September 2007 by Malcolm Pirnie, Inc and already provided to Aqua Indiana.

3. Settlement Agreement and Release. The Board approves the Settlement Agreement and Release attached to this resolution as Exhibit A.

4. Remaining Items. All other items in the December Resolution remain in effect.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

APPROVED THIS 16th DAY OF January, 2008.

BOARD OF PUBLIC WORKS

BY: _____
Regina A. Kostoff, Chair

BY: _____
John Suarez, Member

BY: _____
Ryan P. Chasey, Member

ATTEST: _____
Marilyn Huth, Clerk of the Board

Prepared by Chris York for the City of Fort Wayne, Indiana.

Exhibit A.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made this 14th day of January, 2008 by and between **UTILITY CENTER, INC.** ("Aqua") and **THE CITY OF FORT WAYNE, INDIANA** ("City").

WHEREAS, through various resolutions of City's Board of Public Works, City is in the process of condemning certain water and wastewater assets located within Aqua's North System (the "North System Assets");

WHEREAS, on October 10, 2007, City's Board of Public Works passed Resolution No. 94-09-19-07-01 awarding damages to Aqua for the City's condemnation of the North System Assets in the amount of $16,910,500;

WHEREAS, on October 29, 2007, Aqua filed its Complaint, Written Objection and Demand for Jury Trial in the Allen County Circuit Court, Cause No. 02C01-0710-PL-132, appealing the City's condemnation and damages award (the "Public Works Board Appeal Lawsuit.")

WHEREAS, on December 7, 2007, Aqua filed its Complaint for Declaratory Relief and Injunction in the Allen County Superior Court, Cause No. 2001-0712-PL-622, (the "Wastewater Services Lawsuit");

WHEREAS, on December 12, 2007, City's Board of Public Works passed Resolution No. 94-12-12-07 stating City's intent to issue a check to Aqua in the amount of $16,910,500 and take possession of the North System Assets on January 8, 2008;

WHEREAS, on December 10, 2007, Aqua filed its Complaint for Declaratory and Injunctive Relief in the Allen County Superior Court, Cause No. 02D01-07-12-PL-625, (the "North Injunction Action");

WHEREAS, on January 2, 2008, City's Board of Public Works passed Resolution No. 95-1-2-08-1 stating the City's intent to issue a check to Aqua and take possession of the North System Assets at some date after January 8, 2008;

WHEREAS, City and Aqua have discussed an agreement with respect to the transition of possession of the North System Assets;

WHEREAS, without admission of liability the parties have agreed to enter into this Settlement Agreement and Release (the "Agreement");

NOW THEREFORE, in exchange for the mutual promises set forth in this Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, and as full resolution of all claims that the City and Aqua may have against each other in the Wastewater Services Lawsuit and the North Injunction Action, IT IS HEREBY AGREED as follows:

1. **Possession**: At the Closing (as defined herein), the City will deliver a check to Aqua in the amount of $16,910,500. It is expressly agreed by both parties that the acceptance of this check is in no way an acceptance by Aqua that the $16,910,500 is an acceptable price for the North System Assets. Rather, the parties understand and agree that the final price for the North System Assets will be determined in the Public Works Board Appeal Lawsuit. The City shall deliver the above referenced check and Aqua will turn over possession of the North System Assets to the City. The parties acknowledge that Aqua and the City will consummate the change of possession of the North System Assets without waiving any of the claims, defenses or arguments that were or could have been asserted in the Public Works Board Appeal Lawsuit or can be raised in any condemnation effort by the City of Aqua's other assets.

2. **Agreements**: At the Closing, the City and Aqua will:

a) Enter into the Operations and Maintenance Agreement dated the date of the Closing, ("O/M Agreement") that is attached hereto and incorporated herein.

b) Enter into the Lease Agreement dated the date of the Closing, (the "Lease Agreement") that is attached hereto and incorporated herein.

3. **Closing and Access Following Turnover of Possession**:

a) Closing. On or after February 12, 2008, the parties hereto shall close the transaction contemplated herein at a mutually convenient time and place (the "Closing") and the parties shall produce the following. The City shall bring the check described in Section 1 of this Agreement, Aqua shall bring copies of the pleadings requesting dismissal with prejudice of the North Injunction Action and the Wastewater Services Lawsuit described in Section 9 of this Agreement, Aqua shall wire transfer the sum of $450,000 as provided in Section 6 of this Agreement and the parties shall bring executed copies of the O/M Agreement and Lease Agreement described in Section 2 of this Agreement and attached hereto.

b) Post-Closing Access. Following the Closing, the City will permit Aqua full, unrestricted, and unabated access to all components of the North System Assets up to June 1, 2008 for the purposes of conducting and completing its valuation and appraisal of the North System Assets to the extent defined and limited by this Post-Closing Access Section 3(b) and provided that the extent and duration of any interruption to customers is minimized in both number of customers affected and also the duration of the interruption as described herein. Underground pipe sampling may be conducted if there is no interruption to service to a customer and any other disruption to service is minimized and the number of such samples is limited to no more than seventy-five (75) samples. Underground pipe sampling that will result in an

interruption to service of a customer may be conducted if such sampling is limited to no more than five (5) such samples and only after written notice to the City a minimum of five (5) business days prior to such sample with full details of such desired sample is provided to the City and the duration of the interruption is limited to no more than two (2) hours during non-business hours and the total number of aggregate customers interrupted (for all such interruptive samples) does not exceed fifty (50) customers. Failure to provide such notice or comply with duration limitations shall terminate any remaining interruptive sampling provisions provided by this Post-Closing Access Section 3(b). Except as provided above, both parties must provide the other party with 24 -hour notice of any underground pipe sampling and the opportunity to observe the sampling process conducted by the other party. The sampling party shall not be required, however, to coordinate sampling dates and times with the other party, nor to obtain agreement or approval of sampling dates and times. The sampling party shall, upon request, provide the other party with split samples of any service line samples taken, but shall have no obligation to provide split samples for any other portions of the system. The sampling party shall permit the non-sampling party to take additional samples at its own cost, and shall give the non-sampling party reasonable access to all samples taken. In addition thereto, Aqua shall retain full authority under this Agreement to access the North System Assets and records to the extent allowable by law to continue providing service to its customers in Aqua's Aboite System, fulfill its obligations under the O/M Agreement, and exercise it rights under the Lease Agreement.

4. **Res Judicata/Collateral Estoppel**: The parties agree that this Agreement shall not be admissible in the Public Works Board Appeal Lawsuit or in any other subsequent legal proceeding, except one to enforce this Agreement. The parties further agree that this Agreement shall not have any prejudicial, *res judicata* or *collateral estoppel* effect in the Public Works

Board Appeal Lawsuit or any subsequent legal proceeding, and each party specifically waives any right to raise this claim.

5. **City Obligations**: The parties acknowledge that following the consummation of the change of possession, Aqua will need to amend, re-state, supplement or revise the relief requested and evidence already filed in the general rate case proceeding currently pending before the Indiana Utility Regulatory Commission ("IURC") in Cause No. 43331 (the "Rate Case") in order to take into account the change of possession of the North System to the City and other matters. As part of any amendment, restatement, supplement or revision to the Rate Case, Aqua shall limit the requested increases in its rates and charges to amounts that will produce no more than a 75% increase in operating revenue from its water and sewer operations respectively. As consideration for the above, the City shall (1) not object to Aqua amending, restating, supplementing or re-filing its Rate Case, (2) agree to and abide by any revised procedural schedule established by the IURC in the Rate Case, (3) limit its participation in the Rate Case to issues related to Aqua's requests for a 75% limitation on its requested rate increases, issues related to inclusion of the North System Assets in the amendment, restatement, supplement or revision to the Rate Case, and to issues raised by the Office of the Utility Consumer Counselor ("OUCC") in testimony, motions, pleadings or other filings in the Rate Case, and (4) not file any request for extension of time, appeal, amicus curie, or any legal action contesting the final order of the IURC in the Rate Case. However, with respect to item (2), the parties agree that the procedural schedule in the Rate Case shall provide for an opportunity for the City to file cross-answering testimony to any testimony filed by the OUCC. Both parties agree not to use any ruling or finding by the IURC in the Rate Case (or any statements or conclusions contained in any settlement approved by the IURC in the Rate Case) to support their respective positions in

the Public Works Board Appeal Lawsuit. However, provided that they do not rely on the IURC's findings or rulings in the Rate Case (or any settlement underlying such findings or rulings), both parties have the right to raise any and all concepts and factors related to valuation, including those that were or could have been raised in the Rate Case, in the Public Works Board Appeal Lawsuit.

6. **Settlement of Wastewater Services Lawsuit**: At the Closing, Aqua shall tender a check or wire transfer the sum of $450,000 to the City as full and final settlement of the Wastewater Services Lawsuit and all claims by the City related to all wastewater collection and treatment services provided by the City to the North System through the Closing date. The parties agree that Aqua will continue to pay the City for wastewater collection and treatment services provided by the City for the North System through the Closing Date based on the Aqua's current invoice payment practice.

7. **Release by Aqua**: Provided that the City complies with its obligations herein, Aqua, its parents, subsidiaries, affiliates, their respective officers, directors, agents, servants, employees, and consultants, and their respective successors and assigns hereby releases and forever discharge the City, its respective officers, directors, agents, servants, attorneys, employees, and consultants, and their respective successors and assigns, of and from any and all claims, rights, and causes of action which Aqua has had or may have had arising out of or relating to: the North Injunction Action and the Wastewater Services Lawsuit.

8. **Release by City**: Provided that Aqua complies with its obligations herein, the City, its respective officers, directors, agents, servants, attorneys, employees, and consultants, and their respective successors and assigns hereby releases and forever discharge Aqua, its parents, subsidiaries, affiliates, their respective officers, directors, agents, servants, employees,

and consultants, and their respective successors and assigns, of and from any and all claims, rights, and causes of action which the City has had or may have had arising out of or relating to: the North Injunction Action and the Wastewater Services Lawsuit.

9. **Dismissal of Lawsuits**: Within five (5) business days of the Closing, Aqua shall cause the North Injunction Action and the Wastewater Services Lawsuit to be dismissed with prejudice, and no additional lawsuits or other legal proceedings will be initiated regarding the condemnation of the North System Assets beyond the existing Public Works Board Appeal Lawsuit.

10. **No Admission of Liability**: Each party acknowledges that this Agreement is being entered into as a compromise of several disputes, and is without any admission of fault, liability or wrongdoing by either party. Each party has freely entered into this Agreement after fully reviewing the terms and consulting with its respective counsel, and fully understands that the Agreement represents a full and final compromise of all matters noted above, for the express purpose of precluding forever any future suits arising out of those matters.

11. **Entire Agreement**: This Agreement contains the entire agreement of the parties with respect to the settlement of the North Injunction Action and the Wastewater Services Lawsuit and the disputes between them, and supersedes any prior discussions, negotiations, agreements or understandings. No party is relying on any representation of the other party that is not expressly set forth herein.

12. **Severability**: If any part or term of this Agreement is held to be illegal, unenforceable, or ineffective, the validity of the remaining provisions shall not be affected and shall be enforced as though the Agreement did not contain the invalid part or term. All parties covenant not to attack the validity of any provision of this Agreement.

13. **Binding Effect**: This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective heirs, successors and assigns.

14. **Full Authority**: The signatories hereto represent and warrant that each of them is authorized to execute this Agreement and to release and forever discharge the claims released herein on behalf of the parties for whom they are signing.

15. **Governing Law**: This Agreement shall be governed by Indiana law, without regard to its conflicts of laws principles. Any dispute arising under this Agreement shall be litigated exclusively in Allen County, Indiana.

16. **Effective Date**: This Agreement may be executed by the parties in counterparts, which, collectively, shall constitute one agreement. This agreement shall become effective on the date of the Closing.

17. **Regulatory Approvals**: If any regulatory agency on its own seeks to have either party obtain regulatory approvals related to the actions contemplated in this Agreement, Aqua and City agree to cooperate in obtaining any such regulatory approvals.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the day and year first written above.

ATTEST:

Thomas M Nitzsj jr

CITY OF FORT WAYNE

By: _____
Kumar Menon, Director of City Utilities

(SEAL)

ATTEST:

UTILITY CENTER, INC.

_____
Secretary

By: _____
Authorized Agent

1221602v.2

#26

THE BOARD OF PUBLIC WORKS OF
)F FORT WAYNE, INDIANA
NG THE TIMING AND PROCEDURES
AND ALSO AF , SETTLEMENT AGREEMENT FOR FORT WAYNE'S
ION OF THE REAL AND
PERSONAL PF CENTER, INC. (NOW D/B/A AQUA INDIANA, INC.)
CO[illegible] T TO BOARD OF WORKS RESOLUTIONS

RESOLUTION NUMBER: #95-1-16-08-1

WHEREAS in December of 2007, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana ("City"), adopted a resolution entitled *A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA SETTING FORTH THE DATE, PROCEDURES AND TERMS FOR FORT WAYNE'S POSSESSION OF THE REAL AND PERSONAL PROPERTY OF UTILITY CENTER, INC. (NOW D/B/A AQUA INDIANA, INC.) CONDEMNED PURSUANT TO BOARD OF WORKS RESOLUTIONS* ("December Resolution");

WHEREAS in January of 2008, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana ("City"), adopted a resolution entitled *A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA AMENDING THE TIMING AND PROCEDURES FOR FORT WAYNE'S POSSESSION OF THE REAL AND PERSONAL PROPERTY OF UTILITY CENTER, INC. (NOW D/B/A AQUA INDIANA, INC.) CONDEMNED PURSUANT TO BOARD OF WORKS RESOLUTIONS*;

WHEREAS, the City continues discussions with Aqua Indiana to facilitate a safe, efficient and orderly transfer of the North System assets from Aqua Indiana to the City and has reached a Settlement Agreement and Release attached as Exhibit A to this resolution; and

WHEREAS, the City intends to acquire the assets of the North Sewer and Water Systems (North System) on or shortly after February 12, 2008.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. Payment. The Board will issue a check (voucher) to Aqua Indiana in the amount of $16,910,500 and on or shortly after February 12, 2008 at approximately 10:00am, local time, submit payment for the North System assets to be acquired (Payment).

2. Property Taken. On the date the Payment has been completed, the City will assume ownership of all assets that comprise Aqua Indiana's complete and fully functioning water and sewer utility systems generally referred to as the North System assets, and described more particularly in the June 2002 Original Resolution and the asset based appraisal dated September 2007 by Malcolm Pirnie, Inc and already provided to Aqua Indiana.

3. Settlement Agreement and Release. The Board approves the Settlement Agreement and Release attached to this resolution as Exhibit A.

4. Remaining Items. All other items in the December Resolution remain in effect.

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF
THE CITY OF FORT WAYNE, INDIANA
FURTHER AMENDING THE TIMING AND PROCEDURES
AND ALSO APPROVING A PARTIAL SETTLEMENT AGREEMENT FOR FORT WAYNE'S
POSSESSION OF THE REAL AND
PERSONAL PROPERTY OF UTILITY CENTER, INC. (NOW D/B/A AQUA INDIANA, INC.)
CONDEMNED PURSUANT TO BOARD OF WORKS RESOLUTIONS

RESOLUTION NUMBER: #95-1-16-08-1

WHEREAS in December of 2007, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana ("City"), adopted a resolution entitled *A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA SETTING FORTH THE DATE, PROCEDURES AND TERMS FOR FORT WAYNE'S POSSESSION OF THE REAL AND PERSONAL PROPERTY OF UTILITY CENTER, INC. (NOW D/B/A AQUA INDIANA, INC.) CONDEMNED PURSUANT TO BOARD OF WORKS RESOLUTIONS* ("December Resolution");

WHEREAS in January of 2008, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana ("City"), adopted a resolution entitled *A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA AMENDING THE TIMING AND PROCEDURES FOR FORT WAYNE'S POSSESSION OF THE REAL AND PERSONAL PROPERTY OF UTILITY CENTER, INC. (NOW D/B/A AQUA INDIANA, INC.) CONDEMNED PURSUANT TO BOARD OF WORKS RESOLUTIONS*;

WHEREAS, the City continues discussions with Aqua Indiana to facilitate a safe, efficient and orderly transfer of the North System assets from Aqua Indiana to the City and has reached a Settlement Agreement and Release attached as Exhibit A to this resolution; and

WHEREAS, the City intends to acquire the assets of the North Sewer and Water Systems (North System) on or shortly after February 12, 2008.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. Payment. The Board will issue a check (voucher) to Aqua Indiana in the amount of $16,910,500 and on or shortly after February 12, 2008 at approximately 10:00am, local time, submit payment for the North System assets to be acquired (Payment).

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3. Settlement Agreement and Release. The Board approves the Settlement Agreement and Release attached to this resolution as Exhibit A.

4. Remaining Items. All other items in the December Resolution remain in effect.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

APPROVED THIS 16th DAY OF January, 2008.

BOARD OF PUBLIC WORKS

BY: _____
Regina A. Kostoff, Chair

BY: _____
John Suarez, Member

BY: _____
Ryan P. Chasey, Member

ATTEST: _____
Marilyn Huth, Clerk of the Board

Prepared by Chris York for the City of Fort Wayne, Indiana.

001459

FINAL
1/14/08.

Attachment A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made this 14th day of January, 2008 by and between **UTILITY CENTER, INC.** ("Aqua") and **THE CITY OF FORT WAYNE, INDIANA** ("City").

WHEREAS, through various resolutions of City's Board of Public Works, City is in the process of condemning certain water and wastewater assets located within Aqua's North System (the "North System Assets");

WHEREAS, on October 10, 2007, City's Board of Public Works passed Resolution No. 94-09-19-07-01 awarding damages to Aqua for the City's condemnation of the North System Assets in the amount of $16,910,500;

WHEREAS, on October 29, 2007, Aqua filed its Complaint, Written Objection and Demand for Jury Trial in the Allen County Circuit Court, Cause No. 02C01-0710-PL-132, appealing the City's condemnation and damages award (the "Public Works Board Appeal Lawsuit.")

WHEREAS, on December 7, 2007, Aqua filed its Complaint for Declaratory Relief and Injunction in the Allen County Superior Court, Cause No. 2001-0712-PL-622, (the "Wastewater Services Lawsuit");

WHEREAS, on December 12, 2007, City's Board of Public Works passed Resolution No. 94-12-12-07 stating City's intent to issue a check to Aqua in the amount of $16,910,500 and take possession of the North System Assets on January 8, 2008;

WHEREAS, on December 10, 2007, Aqua filed its Complaint for Declaratory and Injunctive Relief in the Allen County Superior Court, Cause No. 02D01-07-12-PL-625, (the "North Injunction Action");

WHEREAS, on January 2, 2008, City's Board of Public Works passed Resolution No. 95-1-2-08-1 stating the City's intent to issue a check to Aqua and take possession of the North System Assets at some date after January 8, 2008;

WHEREAS, City and Aqua have discussed an agreement with respect to the transition of possession of the North System Assets;

WHEREAS, without admission of liability the parties have agreed to enter into this Settlement Agreement and Release (the "Agreement");

NOW THEREFORE, in exchange for the mutual promises set forth in this Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, and as full resolution of all claims that the City and Aqua may have against each other in the Wastewater Services Lawsuit and the North Injunction Action, IT IS HEREBY AGREED as follows:

1. **Possession**: At the Closing (as defined herein), the City will deliver a check to Aqua in the amount of $16,910,500. It is expressly agreed by both parties that the acceptance of this check is in no way an acceptance by Aqua that the $16,910,500 is an acceptable price for the North System Assets. Rather, the parties understand and agree that the final price for the North System Assets will be determined in the Public Works Board Appeal Lawsuit. The City shall deliver the above referenced check and Aqua will turn over possession of the North System Assets to the City. The parties acknowledge that Aqua and the City will consummate the change of possession of the North System Assets without waiving any of the claims, defenses or arguments that were or could have been asserted in the Public Works Board Appeal Lawsuit or can be raised in any condemnation effort by the City of Aqua's other assets.

2. **Agreements**: At the Closing, the City and Aqua will:

001462

a) Enter into the Operations and Maintenance Agreement dated the date of the Closing, ("O/M Agreement") that is attached hereto and incorporated herein.

b) Enter into the Lease Agreement dated the date of the Closing, (the "Lease Agreement") that is attached hereto and incorporated herein.

3. **Closing and Access Following Turnover of Possession**:

a) Closing. On or after February 12, 2008, the parties hereto shall close the transaction contemplated herein at a mutually convenient time and place (the "Closing") and the parties shall produce the following. The City shall bring the check described in Section 1 of this Agreement, Aqua shall bring copies of the pleadings requesting dismissal with prejudice of the North Injunction Action and the Wastewater Services Lawsuit described in Section 9 of this Agreement, Aqua shall wire transfer the sum of $450,000 as provided in Section 6 of this Agreement and the parties shall bring executed copies of the O/M Agreement and Lease Agreement described in Section 2 of this Agreement and attached hereto.

b) Post-Closing Access. Following the Closing, the City will permit Aqua full, unrestricted, and unabated access to all components of the North System Assets up to June 1, 2008 for the purposes of conducting and completing its valuation and appraisal of the North System Assets to the extent defined and limited by this Post-Closing Access Section 3(b) and provided that the extent and duration of any interruption to customers is minimized in both number of customers affected and also the duration of the interruption as described herein. Underground pipe sampling may be conducted if there is no interruption to service to a customer and any other disruption to service is minimized and the number of such samples is limited to no more than seventy-five (75) samples. Underground pipe sampling that will result in an

001463

interruption to service of a customer may be conducted if such sampling is limited to no more than five (5) such samples and only after written notice to the City a minimum of five (5) business days prior to such sample with full details of such desired sample is provided to the City and the duration of the interruption is limited to no more than two (2) hours during non-business hours and the total number of aggregate customers interrupted (for all such interruptive samples) does not exceed fifty (50) customers. Failure to provide such notice or comply with duration limitations shall terminate any remaining interruptive sampling provisions provided by this Post-Closing Access Section 3(b). Except as provided above, both parties must provide the other party with 24 -hour notice of any underground pipe sampling and the opportunity to observe the sampling process conducted by the other party. The sampling party shall not be required, however, to coordinate sampling dates and times with the other party, nor to obtain agreement or approval of sampling dates and times. The sampling party shall, upon request, provide the other party with split samples of any service line samples taken, but shall have no obligation to provide split samples for any other portions of the system. The sampling party shall permit the non-sampling party to take additional samples at its own cost, and shall give the non-sampling party reasonable access to all samples taken. In addition thereto, Aqua shall retain full authority under this Agreement to access the North System Assets and records to the extent allowable by law to continue providing service to its customers in Aqua's Aboite System, fulfill its obligations under the O/M Agreement, and exercise it rights under the Lease Agreement.

4. **Res Judicata/Collateral Estoppel**: The parties agree that this Agreement shall not be admissible in the Public Works Board Appeal Lawsuit or in any other subsequent legal proceeding, except one to enforce this Agreement. The parties further agree that this Agreement shall not have any prejudicial, *res judicata* or *collateral estoppel* effect in the Public Works

001464

Board Appeal Lawsuit or any subsequent legal proceeding, and each party specifically waives any right to raise this claim.

5. **City Obligations**: The parties acknowledge that following the consummation of the change of possession, Aqua will need to amend, re-state, supplement or revise the relief requested and evidence already filed in the general rate case proceeding currently pending before the Indiana Utility Regulatory Commission ("IURC") in Cause No. 43331 (the "Rate Case") in order to take into account the change of possession of the North System to the City and other matters. As part of any amendment, restatement, supplement or revision to the Rate Case, Aqua shall limit the requested increases in its rates and charges to amounts that will produce no more than a 75% increase in operating revenue from its water and sewer operations respectively. As consideration for the above, the City shall (1) not object to Aqua amending, restating, supplementing or re-filing its Rate Case, (2) agree to and abide by any revised procedural schedule established by the IURC in the Rate Case, (3) limit its participation in the Rate Case to issues related to Aqua's requests for a 75% limitation on its requested rate increases, issues related to inclusion of the North System Assets in the amendment, restatement, supplement or revision to the Rate Case, and to issues raised by the Office of the Utility Consumer Counselor ("OUCC") in testimony, motions, pleadings or other filings in the Rate Case, and (4) not file any request for extension of time, appeal, amicus curie, or any legal action contesting the final order of the IURC in the Rate Case. However, with respect to item (2), the parties agree that the procedural schedule in the Rate Case shall provide for an opportunity for the City to file cross-answering testimony to any testimony filed by the OUCC. Both parties agree not to use any ruling or finding by the IURC in the Rate Case (or any statements or conclusions contained in any settlement approved by the IURC in the Rate Case) to support their respective positions in

001465

the Public Works Board Appeal Lawsuit. However, provided that they do not rely on the IURC's findings or rulings in the Rate Case (or any settlement underlying such findings or rulings), both parties have the right to raise any and all concepts and factors related to valuation, including those that were or could have been raised in the Rate Case, in the Public Works Board Appeal Lawsuit.

6. **Settlement of Wastewater Services Lawsuit**: At the Closing, Aqua shall tender a check or wire transfer the sum of $450,000 to the City as full and final settlement of the Wastewater Services Lawsuit and all claims by the City related to all wastewater collection and treatment services provided by the City to the North System through the Closing date. The parties agree that Aqua will continue to pay the City for wastewater collection and treatment services provided by the City for the North System through the Closing Date based on the Aqua's current invoice payment practice.

7. **Release by Aqua**: Provided that the City complies with its obligations herein, Aqua, its parents, subsidiaries, affiliates, their respective officers, directors, agents, servants, employees, and consultants, and their respective successors and assigns hereby releases and forever discharge the City, its respective officers, directors, agents, servants, attorneys, employees, and consultants, and their respective successors and assigns, of and from any and all claims, rights, and causes of action which Aqua has had or may have had arising out of or relating to: the North Injunction Action and the Wastewater Services Lawsuit.

8. **Release by City**: Provided that Aqua complies with its obligations herein, the City, its respective officers, directors, agents, servants, attorneys, employees, and consultants, and their respective successors and assigns hereby releases and forever discharge Aqua, its parents, subsidiaries, affiliates, their respective officers, directors, agents, servants, employees,

001466

and consultants, and their respective successors and assigns, of and from any and all claims, rights, and causes of action which the City has had or may have had arising out of or relating to: the North Injunction Action and the Wastewater Services Lawsuit.

9. **Dismissal of Lawsuits**: Within five (5) business days of the Closing, Aqua shall cause the North Injunction Action and the Wastewater Services Lawsuit to be dismissed with prejudice, and no additional lawsuits or other legal proceedings will be initiated regarding the condemnation of the North System Assets beyond the existing Public Works Board Appeal Lawsuit.

10. **No Admission of Liability**: Each party acknowledges that this Agreement is being entered into as a compromise of several disputes, and is without any admission of fault, liability or wrongdoing by either party. Each party has freely entered into this Agreement after fully reviewing the terms and consulting with its respective counsel, and fully understands that the Agreement represents a full and final compromise of all matters noted above, for the express purpose of precluding forever any future suits arising out of those matters.

11. **Entire Agreement**: This Agreement contains the entire agreement of the parties with respect to the settlement of the North Injunction Action and the Wastewater Services Lawsuit and the disputes between them, and supersedes any prior discussions, negotiations, agreements or understandings. No party is relying on any representation of the other party that is not expressly set forth herein.

12. **Severability**: If any part or term of this Agreement is held to be illegal, unenforceable, or ineffective, the validity of the remaining provisions shall not be affected and shall be enforced as though the Agreement did not contain the invalid part or term. All parties covenant not to attack the validity of any provision of this Agreement.

001467

13. **Binding Effect**: This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective heirs, successors and assigns.

14. **Full Authority**: The signatories hereto represent and warrant that each of them is authorized to execute this Agreement and to release and forever discharge the claims released herein on behalf of the parties for whom they are signing.

15. **Governing Law**: This Agreement shall be governed by Indiana law, without regard to its conflicts of laws principles. Any dispute arising under this Agreement shall be litigated exclusively in Allen County, Indiana.

16. **Effective Date**: This Agreement may be executed by the parties in counterparts, which, collectively, shall constitute one agreement. This agreement shall become effective on the date of the Closing.

17. **Regulatory Approvals**: If any regulatory agency on its own seeks to have either party obtain regulatory approvals related to the actions contemplated in this Agreement, Aqua and City agree to cooperate in obtaining any such regulatory approvals.

001468

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the day and year first written above.

WITNESS:

Thomas T. Nitza Jr

CITY OF FORT WAYNE

By: _____
Kumar Menon, Director of City Utilities

WITNESS:

UTILITY CENTER, INC.

By: _____
Authorized Agent

Minutes of January 16, 2008

DVD of meeting available in
Clerk's office

001470

STREET LIGHT RESOLUTION

NUMBER 315 - 08

ABOITE & CARROLL ROAD ANNEXATIONS

STREET LIGHT IMPROVEMENT

The Board of Public Works of the City of Fort Wayne, Indiana, hereby deems it necessary to install an underground street light system at the following: 8600 Timbermill Place; 2600 - 2700 Oak Borough Run; 2700 - 2900 Covington Hollow Trail; Waterside Woods; Covington Chase; 2700 Covington Reserve Blvd.; Westalkes Drive/Aboite Center Road; Westlakes Drive N./Homestead Road; Lake Tahoe Drive/Homestead Road; Sheffield Way/Homestead Road; Oakville Road/Lima Road; Broken Oak Road/ Lima Road; and Cherry Creek Road/Dupont Road, in accordance with the plans and specifications on file in the office of the Board of Works of the city of Fort Wayne, Indiana, and such lighting is now ordered. This improvement is ordered pursuant to the applicable Indiana Statutes.

This project is funded 2008 CEDIT ANNEXATION Funds. All proceedings and any work done in the said lighting assessment of property and collections of assessments shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

BOARD OF PUBLIC WORKS

Regina A. Kostoff – Chair

John Suarez – Member

Ryan P. Chasey -Member

ATTEST:

Marilyn Huth – Clerk

Dated this 16th day of Jan., 2008

STREET LIGHT RESOLUTION

NUMBER 314-08

2008A CEDIT NEIGHBORHOODS

STREET LIGHT IMPROVEMENT

The Board of Public Works of the City of Fort Wayne, Indiana, hereby deems it necessary to install a standard street light system in MAPLEWOOD PARK ADDITION; 1700 - 1900 FOREST DOWNS DRIVE; and 6700 - 7000 LAKE VALLEY COURT, in accordance with the plans and specifications on file in the office of the Board of Works of the city of Fort Wayne, Indiana, and such lighting is now ordered. This improvement is ordered pursuant to the applicable Indiana Statutes.

This project is funded 1st DISTRICT CEDIT Funds. All proceedings and any work done in the said lighting assessment of property and collections of assessments shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

BOARD OF PUBLIC WORKS

Regina A. Kostoff – Chair

John Suarez – Member

Ryan P. Chasey -Member

ATTEST:

Marilyn Huth – Clerk

Dated this 16th day of Jan., 2008

REPEAL AND REPLACEMENT OF UNIT II, CHAPTER 5, OF THE CITY'S WATER RESOURCES DEVELOPMENT CRITERIA/STANDARDS MANUAL RESOLUTION NO. 95-1-23-08-1

WHEREAS, pursuant to the "Rule 13 Notice of Intent Letter," submitted by the City of Fort Wayne, Indiana ("City"), to the Indiana Department of Environmental Management ("IDEM") on October 28, 2003 and approved by IDEM on November 3, 2003, the City must among other requirements implement programs to control soil erosion and sediment in stormwater runoff on project sites in the City of Fort Wayne during and after construction activity has been completed on each site ("Stormwater Runoff Control"), in accordance with specified laws and regulations; and

WHEREAS, Development Services has caused to be prepared rules and regulations to implement a complete Stormwater Runoff Control program within the City in compliance with IDEM's requirements, which Rules and Regulations have been incorporated in Chapter 5, entitled "Erosion Control," attached hereto as Exhibit A, in Unit II of the City's *Water Resources Development Criteria/Standards Manual* ("Manual"), which Chapter 5 shall replace the existing Chapter 5 in Unit II of said Manual; and

NOW, THEREFORE, the Board of Stormwater Management finds that:

1. The rules and regulations contained Unit II, Chapter 5, entitled "Erosion Control," attached hereto as Exhibit A and made a part hereof, describes and implements measures to control soil erosion and sediment in stormwater runoff on construction sites in the City of Fort Wayne during and after construction activity has been completed, in accordance with the requirements of the City's "Rule 13 Notice of Intent Letter," approved by the Indiana Department of Environmental Management on November 3, 2003.
2. Chapter 5 in Unit II of the City's *Water Resources Development Criteria/Standards Manual* is repealed in its entirety and replaced by the new Chapter 5, attached hereto as Exhibit A.

Adopted, this 23rd day of January, 2008.

BOARD OF STORMWATER MANAGEMENT

Robert P. Kennedy, Jr., Chairman

John Suarez, Member

Regina A. Kostoff, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

BOARD OF STORMWATER MANAGEMENT

TABLE OF CONTENTS

CHAPTER 5 – EROSION CONTROL II-5-1

5.1 General II-5-3
5.1.1 Purpose II-5-3
5.1.2 Applicability II-5-3
5.1.3 Definitions and References II-5-4
5.1.4 Regulatory Authorities II-5-5

5.2 Plan Submittals and Approvals II-5-6
5.2.1 Conceptual and Final Plans II-5-6
5.2.2 Plan Submittals II-5-6
5.2.3 Plan Review and Approval II-5-7
5.2.4 Final Record Drawings II-5-7

5.3 Plan Preparation II-5-7
5.3.1 General II-5-7
5.3.2 Construction Plan Preparation II-5-8
5.3.3 Post-Construction Plan Preparation II-5-9

5.4 BMP Selection and Design II-5-11
5.4.1 Performance Based BMPs II-5-11
5.4.2 Proprietary BMPs II-5-12

5.5 Erosion Control Inspection and Maintenance II-5-12
5.5.1 SWPPP Requirements II-5-12
5.5.2 Maintenance Agreement II-5-13
5.5.3 Construction Maintenance II-5-13
5.5.4 Post-Construction Maintenance II-5-13
5.5.5 Inspection and Maintenance Checklists II-5-13

5.6 SWPPP Compliance Procedures II-5-13

5.7 Fees II-5-15
5.7.1 City Fees II-5-15
5.7.2 Other Fees II-5-15

5.8 Permits II-5-15
5.8.1 Development Services Approvals II-5-15
5.8.2 Formal City Routing Approvals II-5-15

5.9 Enforcement II-5-15

EXHIBITS

II-5-1 Storm Water Run-Off Associated With Construction Activity, 327 IAC 15-5 ("Rule 5") (January 23, 2008)

II-5-2 Potential Pollutants for Various Land Uses

II-5-3 Effectiveness of Management Practices for Runoff Control

II-5-4 Pre-Approved Proprietary BMPs (January 23, 2008)

II-5-5 Guidance Document for Storm Water Pollution Prevention Plan (SWPPP) Submittal

II-5-6 Ten (10) Elements of an Effective Stormwater Site Plan

II-5-7 Sample Performance Based BMPs

FORMS

FW II-5-1 Application for SWPPP Permit

FW II-5-2 SWPPP Technical Review and Comment Form

FW II-5-3 Site Plan Routing Review Checklist

FW II-5-4 SWPPP Preparation Checklists

FW II-5-5 Construction Site Inspection Report

FW II-5-6 Construction Inspection Checklists

FW II-5-7 Post-Construction Inspection Checklists

FW II-5-8 Performance Based BMP Design Worksheets

FW II-5-9 Proprietary BMP Design Worksheets

47487 State Form: Rule 5 – Notice of Intent (NOI)

51514 State Form: Rule 5 – Notice of Termination (NOT)

CHAPTER 5 - EROSION CONTROL

5.1 General

5.1.1 Purpose

The purposes of this Chapter are:

(1) To outline requirements for submittal and approval of plans for the control of soil erosion and sediment during construction, and the control of pollutants in stormwater after all construction work has been completed on a site (known collectively as the Stormwater Pollution Prevention Plan ("SWPPP")); and

(2) To outline requirements for implementation and maintenance of the practices and structures identified in the approved SWPPP.

5.1.2 Applicability

(1) Any person proposing construction activity within the corporate limits of the City of Fort Wayne must comply with all regulations that apply to the proposed construction activity, whether or not that activity is also subject to regulation by this Chapter.

(2) All proposed land disturbing activities, including but not limited to construction or modification of: parking lots, driveways, transportation projects, aboveground and underground utilities, building foundations, structures, site grading, demolition, site development and site construction shall be subject to regulation by this Chapter.

(3) Pursuant to 327 IAC 15-5-2, this Chapter applies to any person proposing construction activity within the corporate limits of the City of Fort Wayne, except:

(a) Operations that result in the land disturbance of less than one (1) acre of total land area as determined at 327 IAC 15-5-2(h) and are not part of a larger common plan of development or sale; and

(b) The activities exempted by 327 IAC 15-5-2(b) and 15-5-2(c).

(4) Pursuant to 327 IAC 15-5-2(e), off-site construction activities that provide services (for example, road extensions, sewer, water, and other utilities) to a permitted project site, must be considered a part of the permitted project site when the activity is under the control of the project site owner.

(5) For an individual lot where land disturbance is expected to be one (1) acre or more and the lot lies within a project site permitted under this rule, the individual lot owner must comply with 327 IAC 15-5-2(f).

(6) For an individual lot where the land disturbance is less than one (1) acre and the lot lies within a project site permitted under this rule, the individual lot operator must comply with 327 IAC 15-5-2(g).

(7) A person proposing construction of a multi-lot project must comply with 327 IAC 15-5-2(h).

(8) A person proposing construction activity associated with single-family residential dwellings disturbing less than five (5) acres when the dwelling is not part of a larger common plan of development or sale, is not required to prepare stormwater

construction plans or submit a Notice of Intent letter, but must comply with the other provisions of 327 IAC 15-5-2(i).

(9) Pursuant to 327 IAC 15-5-6.5(b), for a person proposing construction of a single-family residential development consisting of four (4) or fewer lots or a single-family residential strip development where the developer offers for sale or lease without land improvements, and the project is not part of a larger common plan of development or sale, the project site owner shall develop a set of construction plans containing storm water quality measures that achieve the minimum project site requirements specified in 327 IAC 15-5-7. The construction plan must also include the information required by 327 IAC 15-5-6.5(b).

(10) The calculation methods as well as the type, sizing, and placement of all stormwater quality management measures, or BMPs, shall comply with the design criteria, standards, and specifications outlined in the City's *Water Resources Development Criteria/Standards Manual* and *Water Resources Design Manual*.

(11) The following activities are exempt from regulation by this Chapter:

* Exemptions INDOT

(a) Pursuant to 327 IAC 5-4-6(a)(4), a stormwater discharge associated with Indiana Department of Transportation projects.

(b) Pursuant to 327 IAC 5-4-6(a)(5), a stormwater discharge from an MS4 conveyance subject to regulation under 40 CFR 122.26(a)(iii) or 40 CFR 122.26(a)(iv).

(c) A stormwater discharge that is eligible for an individual NPDES permit pursuant to 327 IAC 15-2-9(b).

City projects

(d) Pursuant to 327 IAC 15-13-15(i), plans for construction activities that are operated by the City of Fort Wayne are exempt from regulation by this Chapter until the Indiana Department of Natural Resources authorizes the City to review and approve plans for its own projects.

5.1.3 Definitions and References

Definitions. Words and terms used in this Chapter shall have the meanings defined in this Chapter, and words or terms that are not defined in this Chapter shall have the meanings assigned at 327 IAC 15-5-4. The following terms shall have the associated meanings:

"Best management practice" or "BMP" means any structural or nonstructural control measure utilized to improve the quality and, as appropriate, reduce the quantity of stormwater run-off. The term includes schedules of activities, prohibitions of practice, treatment requirements, operation and maintenance procedures, use of containment facilities, land use planning, policy techniques, and other management practices.

"Construction activity" means land disturbing activities associated with the construction of infrastructure and structures. The term does not include routine ditch or road maintenance or minor landscaping projects.

"Construction plan" means a representation of a project site and all activities associated with the project, including the location of the site, buildings, infrastructure, grading and all other pertinent information related to the project site, including plans for control of soil sediment and erosion during construction.

"IDEM" means the Indiana Department of Environmental Management.

"Individual lot operator" means a contractor or subcontractor working on an individual lot.

"Individual lot owner" means a person who has financial control of construction activities for an individual lot.

"Land disturbing activity" means any manmade change of the land surface, including removing vegetative cover that exposes the underlying soil, excavating, filling, transporting, and grading.

"Measurable storm event" means a precipitation event that results in a total measured precipitation accumulation equal to, or greater than, one-half (0.5) inch of rainfall.

"Post-construction plan" means a representation of a project site showing all buildings, infrastructure, and other structures, and the location, design, purpose and maintenance requirements for all practices and structures that will be used to control stormwater after construction work on the site has been completed.

"Project site owner" means the person required to submit the NOI letter and required to comply with the terms of 327 IAC 15-5, including either of the following:

(1) A developer; or

(2) A person who has financial and operational control of construction activities and project plans and specifications, including the ability to make modifications to those plans and specifications.

"Stormwater Pollution Prevention Plan" or "SWPPP" means a plan developed to minimize the impact of stormwater pollutants resulting from construction activities. As used in this Chapter, the SWPPP will include both a construction plan and a post-construction plan.

"Strip development" means a multi-lot project where building lots front on an existing road.

"USEPA" means the United States Environmental Protection Agency.

5.1.4 Regulatory Authorities

* applicable regulations

A person proposing or performing construction activity that is subject to regulation by this Chapter must comply with the following regulations:

(1) *Water Resources Development Criteria/Standards Manual* and *Water Resources Design Manual* (City of Fort Wayne, Water Resources Department). This Manual may be reviewed in the City's Water Resources Department, or downloaded from the City's website at www.cityoffortwayne.org (select City Utilities in the left column, then *Water Resources Development Criteria Standards Manual* in the left column).

(2) *Stormwater Management Department* (City of Fort Wayne, Code of Ordinances, Chapter 53). Chapter 53 may be reviewed in the City's Water Resources Department, or downloaded from the City's website at www.cityoffortwayne.org (select City Code in the right column).

(3) *Indiana Storm Water Quality Manual*, October 2007, as amended (Indiana Department of Environmental Management), except as modified by the City of Fort Wayne's *Water Resources Development Criteria/ Standards Manual* and *Water Resources Design Manual*. This Manual may be obtained by contacting the Indiana

Department of Environmental Management ("IDEM") at 800-451-6027, or may be downloaded from the state's website at http://www.in.gov/idem/stormwater.

(4) *Storm Water Run-Off Associated with Construction Activity* ("Rule 5") (Indiana Administrative Code 327 IAC 15-5). A copy of Rule 5 is attached as Exhibit II-5-1 at the end of this Chapter, and may also be downloaded from the state's website at http://www.in.gov/legislative/iac.

(5) *Storm Water Run-Off Associated with Municipal Separate Storm Sewer System Conveyances* ("Rule 13") (327 IAC 15-13). A copy of Rule 13 may be downloaded from the state's website at http://www.in.gov/legislative/iac/.

5.2 Plan Submittals and Approvals

5.2.1 Conceptual and Final Plans

Persons preparing construction plans that are subject to regulation by this Chapter are encouraged to prepare a conceptual Stormwater Pollution Prevention Plan ("SWPPP"), and must prepare a final SWPPP, as follows:

(1) Conceptual SWPPP. A conceptual SWPPP must provide sufficient information for the City's reviewers to identify potential problem areas ("red flags"), and determine whether or not the conceptual plan has the potential to achieve the stormwater goals, and comply with the regulations, in this Chapter, in order for the plan preparer to proceed with design of final plans.

(2) Final SWPPP. A final SWPPP must include detailed provisions for soil erosion and sediment control during construction, and detailed provisions for post-construction stormwater and sediment control, in accordance with the Regulatory Authorities in this Chapter. Final plans must provide detailed design information about existing and proposed site features, stormwater management practices, hydrologic conditions, proposed structures and practices, post-construction inspection, operation and maintenance, and all other related requirements.

(3) Grading Permit Exception. A final SWPPP for a site grading permit may include only the construction plan component. A post-construction plan would be required only if there are no near-term plans for development of the graded site.

5.2.2 Plan Submittals

(1) Conceptual SWPPP. Conceptual SWPPPs should be delivered directly to Development Services in the Water Resources Department for review prior to a meeting between the owner, developer and/or contractor and the Development Services staff to discuss the project. An "Application for SWPPP Permit" (Form FW II-5-1 at the end of this Chapter) must be submitted with the conceptual SWPPP.

(2) Final SWPPP.

(a) A final SWPPP that is part of a larger set of plans for a type of project that would normally be submitted through the City's formal plan routing and review procedures, must be submitted through those procedures.

(b) Any other final SWPPP, including but not limited to plans for transportation projects, aboveground and underground utilities, building foundations, structures, site grading and demolition activities, must be submitted directly to Development

Services. An "Application for SWPPP Permit" (Form FW II-5-1 at the end of this Chapter) must be submitted with this group of final SWPPPs.

(3) Conceptual and final SWPPPs that are to be submitted to Development Services should be delivered to:

Development Services
City-County Building
1 East Main Street, Room 480
Fort Wayne, Indiana 46802-1804.

5.2.3 Plan Review and Approval

(1) Conceptual SWPPP Review and Approval. Development Services will review conceptual SWPPPs for compliance with basic submittal requirements, and will check for erosion and sediment control "red flag" issues. When the reviewer determines that it is feasible for the conceptual plan to satisfy the requirements of this Chapter, conceptual approval will be granted and the final design may be prepared. Conceptual approval is not final approval of the size, quantity or design of any particular element of a SWPPP.

(2) Final SWPPP Review and Approval. Development Services will review the final SWPPP for compliance with the requirements of this Chapter. If Development Services issues a notice of deficiency, the SWPPP must be revised to address the deficiency and resubmitted to Development Services for another review. When final approval is granted, the applicant may submit the Notice of Intent letter to IDEM with a copy to Development Services, pursuant to 327 IAC 15-5-5 and 15-5-6.

(3) Other Approvals. In addition to approval of the final SWPPP, the entire plan set to which the SWPPP is attached must be reviewed and approved by Development Services and/or other agencies for non-SWPPP elements of the plan. All required approvals and permits, including approval of the SWPPP, must be obtained from all agencies prior to the initiation of construction activities.

(4) Plan Review Checklists. Plan preparation and review checklists include forms FW II-5-2, FW II-5-3 and FW II-5-4, copies of which are at the end of this Chapter.

5.2.4 Final Record Drawings

(1) Final record drawings showing all improvements as they were actually installed or constructed ("as-built drawings") must be prepared, signed and stamped in accordance with Unit I, Chapter 5 of the City's *Development Criteria/Standards Manual* and *Water Resources Design Manual*. In addition to the information required by Unit I, Chapter 5, the record drawings must show all improvements required by the approved SWPPP, as well as any variations from the approved SWPPP during construction.

(2) Record drawings of all stormwater improvements, including SWPPP improvements, must be delivered to Development Services.

5.3 Plan Preparation

5.3.1 General

(1) Any plan for a parking lot, driveway, street, building foundation, site grading, demolition, site development or site construction project on land that is subject to

regulation by this Chapter must include a Stormwater Pollution Prevention Plan ("SWPPP"), which shall have two parts: a construction plan and a post-construction plan.

(2) The SWPPP must be prepared in accordance with this Manual and the Regulatory Authorities listed in this Chapter. The proposed improvements in the SWPPP must, among other requirements, achieve the City's goal of removing 80% of total suspended solids ("TSS") from stormwater before leaving a project site.

(3) The following resources should also be utilized to prepare the SWPPP: *Guidance Document for Stormwater Pollution Prevention Plan (SWPPP) Submittal* (Appendix II-5-5 to this Chapter);

(a) *Ten (10) Elements of an Effective Stormwater Site Plan* (Appendix II-5-6 to this Chapter);

(b) The plan preparation checklists, forms FW II-5-2, FW II-5-3 and FW II-5-4 at the end of this chapter; and

(c) The sample SWPPPs on the EPA's website at: fttp://cfpub.epa.gov/npdes/stormwater/swppp.cfm.

(4) Multiple-sheet site development and construction plan sets must include at a minimum one sheet exclusively for the project's construction erosion and sediment control plan, and one sheet for the project's post-construction stormwater control plan, each clearly labeled as such. The construction and post-construction plan sheets must be numbered as part of the overall site plan set, not separately. The text of the SWPPP may be on the sheets, or in a separate letter-size document.

(5) It is recommended that designers develop a standard erosion control detail sheet for inclusion in all project plans, to be modified as needed and supplemented with additional sheets tailored for each specific project.

(6) Plans shall have a contact name, telephone number, fax number, email address and U.S. Postal address for the person(s) responsible for implementation and maintenance of the SWPPP.

(7) All required information and plans shall be signed and stamped by an Indiana Licensed Professional Engineer or Indiana Registered Land Surveyor.

5.3.2 Construction Plan Preparation

The project site owner is responsible for preparing the SWPPP in compliance with all applicable regulations; however, when preparing the construction plan, particular attention should be given to:

(1) Chapter 53, Sections 53.10 through 53.15 inclusive, and Sections 53.22, 53.23 and 53.30 of the Fort Wayne Code of Ordinances;

(2) Indiana's regulations at 327 IAC 15-5-5 through 15-5-8 inclusive (Exhibit II-5-1 to this Chapter);

(3) The *Guidance Document for Stormwater Pollution Prevention Plan (SWPPP) Submittal,* Section B, "Stormwater Pollution Prevention Plan –Construction Component" (Exhibit II-5-5 to this Chapter);

(4) The performance based BMP design worksheets (Form FW II-5-8 at the end of this Chapter); and

(5) Chapter 7 of the *Indiana Storm Water Quality Manual.*

5.3.3 Post-Construction Plan Preparation

(1) The project site owner is responsible for preparing the SWPPP in compliance with all applicable regulations; however, when preparing the post-construction plan, particular attention should be given to:

(a) Chapter 53, Sections 53.20 through 53.30 inclusive of the Fort Wayne Code of Ordinances;

(b) Indiana's regulations at 327 IAC 15-5-8(e) (Exhibit II-5-1 to this Chapter);

(c) The *Guidance Document for Stormwater Pollution Prevention Plan (SWPPP) Submittal,* Section C, "Stormwater Pollution Prevention Plan – Post Construction Component" (Exhibit II-5-5 to this Chapter);

(d) The proprietary BMP design worksheets (Form FW II-5-9 at the end of this Chapter); and

(e) Chapter 8 of Indiana's *Indiana Storm Water Quality Manual.*

(2) Elements of an Effective Post-Construction Plan

A post-construction plan must:

(a) Include a pre- and post-development hydrologic analysis. A hydrologic analysis or drainage report that includes the pre- and post-development runoff must be conducted for the following storm sizes:

(1) The 2-year storm, also known as the "water quality storm," to protect natural channels from erosion;

(2) The 10-year or higher storm, to size storm drainage infrastructure; and

(3) The 100-year storm, to address flooding.

(b) Optimize site design. The project should mimic a site's pre-development hydrology by utilizing optimum site design principles, including minimizing the project's impervious footprint, conserving natural areas, and minimizing directly connected impervious areas. Such practices encourage infiltration and reduce the volume of stormwater discharged from the site. Practices that follow these principles include:

(1) Low impact development ("LID") and other green designs;

(2) Alternative pavers or green parking;

(3) Green roofs;

(4) Bioretention practices such as rain gardens; and

(5) Infiltration basins or infiltration trenches.

(c) Identify pollution prevention measures. The design must include practices to minimize and control the sources of pollutants. These measures are usually the

most cost-effective methods of controlling pollutants in stormwater. Examples of pollution prevention measures include:

(1) Designing outdoor material storage and trash storage areas to minimize exposure to stormwater;

(2) Using efficient irrigation systems and landscape design;

(3) Designing vehicle and equipment wash areas to minimize discharges to the storm drain;

(4) Designing fueling areas to prevent spills and exposure to stormwater;

(5) Providing storm drain stenciling and signage; and

(6) Identifying controls that provide treatment and reduce stormwater volume and velocity.

(d) Identify treatment controls. Treatment controls in the form of structural BMPs must be installed where site design and source controls are not adequate to reduce stormwater pollutants to the levels required by this Chapter. BMPs must be designed to control runoff from the design storm events required by this Chapter, and must be selected based on their effectiveness in reducing the identified pollutants of concern at the project. BMPs with relatively low removal efficiency for a given pollutant are discouraged when other BMPs with a higher removal efficiency are available. Examples of treatment controls include:

(1) Biofilters;

(2) Detention basins;

(3) Infiltration basins;

(4) Wet ponds or wetlands;

(5) Drainage inserts;

(6) Filtration; and

(7) Hydrodynamic separation devices.

(e) Identify pollutants of concern ("POCs").

(1) Known or suspected POCs must be identified and addressed through appropriate BMPs. The POCs that are most likely to be found at various types of development are listed in Exhibit II-5-2 to this Chapter. The SWPPP must include BMPs to address the POCs that are or will be present at the site during and after construction has been completed.

(2) Any person installing new or replacement fuel dispensing facilities or tanks shall install appropriate proprietary BMPs to reduce lead, copper, zinc and polyaromatic hydrocarbons in stormwater runoff, pursuant to 327 IAC 15-13-16.

(f) Identify post-construction inspection and maintenance requirements and responsibilities. Refer to the standards in the *Indiana Storm Water Quality Manual*, Chapter 8, for guidance.

5.4 BMP Selection and Design

There are two categories of BMPs that are most frequently used in post-construction stormwater quality management: "performance based" and "proprietary."

5.4.1 Performance Based BMPs → constructed on-site

(1) General. Performance based BMPs, including such measures as detention basins, bioretention and grass swales, are the most common stormwater quality control structures. Design standards for performance based BMPs are based on numerous performance tests comparing inlet and outlet samples to determine pollutant removal. If a BMP is designed and constructed according to performance based design criteria and is properly maintained, it should perform at or near its rated efficiency indefinitely.

(2) Pre-Approved Performance Based BMPs. The table in Exhibit II-5-3 to this Chapter provides TSS removal rates for a group of performance based BMPs. These rates have been accepted by the City as the performance rates for use of the listed BMPs. Where there is a range of rates for a particular item, the lowest rate in the range will be the accepted rate for that device or measure. Pre-approved BMPs must be constructed in accordance with the guidelines in the *Indiana Storm Water Quality Manual*, Chapter 8, except as modified by the requirements in this Chapter.

(3) Performance Based BMP Design. In order to achieve the City's 80% TSS removal goal, performance-based BMPs must, either alone or as part of a BMP treatment chain, be designed to treat the "first flush runoff." The first flush runoff is determined by computing the water quality volume (WQ_v), which is the net volume of runoff stormwater from a storm of one inch (1") depth over the drainage area. Based on the final report of the Nationwide Urban Runoff Program and other sources, BMPs designed to treat the first flush runoff in the Fort Wayne area will treat the total runoff of up to 75% of storms annually, since the total depth of the stormwater from those storms is less than one inch.

The following equation must be used to calculate WQ_v:

$$WQ_v = \frac{(P)(R_v)(A)}{12}$$

where:

WQ_v = water quality volume in acre-feet
P = 1 inch of rainfall
$R_v = 0.05 + 0.009(I)$, where I is the percent impervious cover
A = area in acres

For any proposed performance based BMP that is not on the pre-approved list, the person proposing the design must deliver to the City test results from an independent testing facility or research center, showing the TSS and/or POC removal rate, maintenance requirements, and other pertinent design information.

(4) Example Stormwater Quality Calculations. Sample calculations for several types of performance based BMPs are in Exhibit II-5-7 to this Chapter. Forms for making performance based BMP design calculations are in Form FW II-5-8.

5.4.2 Proprietary BMPs — manufactured, then installed on-site

(1) General. Proprietary BMPs include manufactured devices such as hydrodynamic separation units, oil and floatable debris skimmers and cartridge filter systems.

(2) Pre-Approved Proprietary BMPs. A list of proprietary BMPs that have been approved for use by the City of Indianapolis and the City of Fort Wayne is attached as Exhibit II-5-4 to this Chapter. The list will be updated and posted on the City's website at: http:/www.cityoffortwayne.org. Pre-approved BMPs listed in the *Indiana Storm Water Quality Manual*, Chapter 8, must be constructed in accordance with the guidelines in Chapter 8, except as modified by the requirements in this Chapter.

(3) Proprietary BMP Design. Any proprietary BMP that is proposed for use at a project site and that is not on the pre-approved list must be approved by the City prior to implementation. Proprietary BMPs must, either alone or as part of a BMP treatment chain:

(a) Achieve the City's minimum 80% TSS removal rate at the 110 micron level (silt/fine sand) without re-entrainment;

(b) Have a low to medium maintenance requirement;

(c) Be certified by a professional engineer licensed in the State of Indiana;

(d) Be based on design flow capacity, on design volume, or on continuous runoff and water quality simulation;

(e) Be tested by an independent testing facility, not the BMP manufacturer, to establish the TSS removal rate;

(f) Be designed in accordance with ASTM standard methods; and

(g) Be approved by the City. When applying for approval, the applicant must submit the following materials to the City:

(a) General process for product evaluation;

(b) Interim product approval; and

(c) Final product approval.

(4) BMP Configuration. BMPs must be configured as off-line units unless a detailed hydraulic analysis demonstrates that the upstream and downstream pipes will have sufficient capacity, and that surcharging created by high rainfall events will not result in loss of previously captured material. The City must approve the use of in-line BMPs.

(5) Form FW II-5-9 at the end of this Chapter provides proprietary BMP design calculation methods.

5.5 Erosion Control Inspection and Maintenance

5.5.1 SWPPP Requirements. The SWPPP must contain provisions for inspection and maintenance of BMPs during and after all construction activity has been completed. The *Indiana Storm Water Quality Manual*, Chapters 7 and 8, should be consulted for guidance on preparation of inspection and maintenance plans. The SWPPP must include:

(1) Maintenance schedules;

(2) Inspection and maintenance requirements; and

(3) Provisions for City access to BMPs.

5.5.2 Maintenance Agreement. Prior to the start of any construction activity, the property owner shall sign an "Agreement for Construction, Maintenance, and Repair of Private Stormwater Facilities" with the City, that identifies the stormwater facilities to be maintained, the property served by the facilities, and the maintenance requirements. The agreement will be recorded in the office of the Allen County Recorder.

5.5.3 Construction Maintenance. During construction, the project site owner must implement a self-monitoring program that includes a written site evaluation of all erosion control measures and BMPs after each measurable storm event, and at least one time per week, in accordance with the requirements under 327 IAC 15-5-7(b)(18). All measures and controls must be repaired and maintained in proper operating condition in accordance with the approved SWPPP.

5.5.4 Post-Construction Maintenance. After all construction activity has been completed and the Notice of Termination has been filed with IDEM, BMP maintenance is the responsibility of the property owner, and shall be conducted in accordance with the approved SWPPP.

5.5.5 Inspection and Maintenance Checklists. Inspection and maintenance checklists that may be used for periodic site inspections, for inspections during construction, and for post-construction inspections and maintenance are located in Forms FW II-5-5, FW II-5-6 and FW II-5-7 at the end of this Chapter.

5.6 SWPPP Compliance Procedures

The following outline, developed in part by IDEM, provides basic procedural steps from plan preparation through submittal, review, and approval, and construction and post-construction stormwater management. These procedures should be supplemented with the detailed guidance and requirements in the regulations listed in this Chapter.

Step 1: Prepare the site development or construction plans.

The project site owner may prepare a conceptual Stormwater Pollution Prevention Plan (**"SWPPP"**) (strongly recommended) and must prepare a final SWPPP for the entire project. The final SWPPP must be prepared in accordance with this Chapter and all other applicable regulations.

Step 2: Submit the complete set of plans, including the SWPPP, to the City for review.

The project site owner should submit the conceptual SWPPP directly to Development Services. Certain final SWPPPs, as described in this Chapter, must also be delivered directly to Development Services for a permit. All other final plans must be submitted through the City's **formal plan routing and review procedures**.

Step 3: Receive plan approval from the City and other agencies.

All aspects of each plan, including the SWPPP, must be approved by all agencies before construction can begin.

Step 4: Publish public notice of the proposed construction activity.

For any project for which a Rule 5 Notice of Intent ("NOI") letter must be submitted, as determined under 327 IAC 15-5, the project site owner must publish a public notice of impending construction pursuant to 327 IAC 15-5-5(a)(9).

Step 5: Submit a Rule 5 Notice of Intent ("NOI").

The project site owner must complete the NOI in accordance with 327 IAC 15-5-5 and 15-5-6, and submit the NOI and supporting documents to IDEM and to Development Services a minimum of 48 hours prior to initiation of land disturbing activities. A complete NOI submittal must include:

(1) A completed and signed NOI form (State Form 47487 at the end of this Chapter);

(2) Attached proof of publication of the public notice;

(3) Attached proof of SWPPP approval by the City;

(4) Attached $100 general permit filing fee, payable to IDEM; and

(5) All other regulatory requirements.

Step 6: Notify IDEM and the City of pending construction.

The project site owner must notify IDEM of the actual start date within 48 hours of starting land disturbing activities, and must notify the City's Engineering Support Services (260-427-5065) a minimum of two working days (48 working-day hours) prior to the start of construction.

Step 7: Begin construction.

The project site owner must implement, install, operate and maintain the erosion control and BMP structures and practices in accordance with the approved SWPPP. During construction, revisions to the plan and changes at the construction site should be made as necessary to prevent pollutants, including sediment, from leaving the site. Discuss plan revisions with the City or its appointed agent. The site operator and must conduct periodic construction site inspections pursuant to 327 IAC 15-5-7(b)(18).

Step 8: Inspect erosion control measures.

After each measurable storm event, and at least one time weekly, the project site owner must perform a written evaluation of the project site, including the approved erosion and sediment controls, in accordance with the requirements under 327 IAC 15-5-7(b)(18).

Step 9: Complete construction and submit a Rule 5 Notice of Termination ("NOT").

The project site owner must prepare and submit an NOT and supporting documents to IDEM, with a copy to Development Services, in accordance with 327 IAC 15-5-8 when:

(1) All construction activity on a site has been completed;

(2) The site has been stabilized as defined in 327 IAC 15-5-7(b)(20);

(3) All temporary erosion and sediment control measures have been removed; and

(4) All work has been approved by the City and other agencies.

Early release from compliance with certain NOT requirements are discussed under 327 IAC 15-5-8(b)(2).

A complete NOT submittal must include:

(1) A completed and signed NOT form (State Form 51514 at the end of this Chapter);

(2) All required supporting documentation; and

(3) Verification from the City that the project meets the termination requirements specified in Rule 5.

Step 10: Implement and maintain post-construction stormwater controls.

The individual lot owner is responsible for inspecting and maintaining post-construction stormwater control structures and practices that were approved in the SWPPP.

5.7 Fees

5.7.1 City Fees. The City does not assess filing fees for review of the SWPPP or for inspection of construction or post-construction improvements.

5.7.2 Other Fees. Pursuant to 327 IAC 15-5, a person proposing a construction project that requires filing of an NOI with IDEM must at their own expense publish a public notice and pay a filing fee to IDEM. Other agencies may assess fees according to their regulations.

5.8 Permits

5.8.1 Development Services Approvals. For SWPPPs that are delivered directly to Development Services for review and approval, the approved application form (Form FW II-5-1 at the end of this Chapter) will constitute a permit to file the NOI and proceed with construction.

5.8.2 Formal City Routing Approvals. All SWPPPs that are part of a larger plan set that must be submitted for review through the City's formal plan routing procedures, final approval and issuance of any permits shall be done through the formal routing procedure.

5.9 Enforcement Authority

The City's enforcement authority is defined in Chapter 53, Section 53.70, of the City of Fort Wayne Code of Ordinances.

Acknowledgements: USEPA, and the *City of Indianapolis Stormwater Design and Construction Specifications Manual.*

END CHAPTER 5

Potential Pollutants for Various Land Uses							
Category	Sediments	Nutrients	Heavy Metals	Trash & Debris	Oil & Grease	Bacteria & Viruses	Pesticides
Residential Development	X	X		X	X	X	X
Commercial Development	X	X		X	X	X	X
Auto Repair Shops			X	X	X		
Restaurants				X	X	X	
Parking Lots	X	X		X	X		X
Streets and Highways	X	X		X	X		

Source: USEPA, adapted from San Diego Co-Permittees, 2002.

Effectiveness of Management Practices for Runoff Control

Runoff Treatment or Control Practice Category or Type	Median Pollutant Removal (Percent)							
	No. of Studies	TSS	TP	OP	TN	NOx	Cu	Zn
Quality Control Pond	3	3	19	N/A	5	9	10	5
Dry Extended Detention Pond	6	61	20	N/A	31	-2	29	29
Wet Extended Detention Pond	14	**(50-90)**	**(30-90)**	69	35	63	44	**(40-50)**
Multiple-Pond System	1	91	76	N/A	N/A	87	N/A	N/A
Wet Ponds	43	80	51	65	33	43	57	66
Shallow Marsh	20	83	43	66	26	73	33	42
Extended Detention Wetland	4	**(67)**	**(49)**	59	**(28)**	35	**(41)**	**(45)**
Pond/Wetland System	10	71	56	37	19	40	58	56
Submerged Gravel Wetland	2	83	64	14	19	81	21	55
Organic Filter	7	88	61	30	41	-15	66	89
Perimeter Sand Filter	3	79	41	68	47	-53	25	69
Surface Sand Filter	7	87	59	N/A	31.5	-13	49	80
Vertical Sand Filter	2	**(70)**	**(33)**	21	**(21)**	-87	32	**(45)**
Bioretention	1	**(90)**	**(70-83)**	N/A	**(68-80)**	16	**(93-98)**	**(93-98)**
Infiltration Trench	3	**(90)**	**(60)**	100	**(60)**	82	**(90)**	**(90)**
Porous Pavement	3	95	65	10	83	N/A	N/A	99
Ditches [A]	9	31	-16	N/A	-9	24	14	0
Grass Channel	3	68	29	32	N/A	-25	42	45
Dry Swale	4	**(81)**	**(9)**	70	92	**(38)**	**(51)**	**(91)**
Wet Swale	2	74	28	-31	40	31	11	33
Oil-Grit Separator	1	**(40)**	**(5)**	40	**(5)**	47	-11	17

Notes to Table:

1. [A] Refers to open channel practices not designed for water quality.
2. The rate (percentage) for each practice in the Table shall be the accepted rate for use of that practice in the City of Fort Wayne. Where there is a range of rates, the lowest rate will be the accepted rate unless the person proposing a higher rate provides conclusive evidence supported by independent testing that the higher rate is the correct rate.
3. Cu=copper, OP=ortho-phosphorus, TN=total nitrogen, TP=total phosphorus, TSS=total suspended solids, NOx=nitrate and nitrite nitrogen, Zn=zinc.

Sources: USEPA, 2005; and the *Indiana Storm Water Quality Manual*, October 2007 (numbers in **bold**).

Pre-Approved Proprietary BMPs

See the City of Fort Wayne's website for the current list:
www.cityoffortwayne.org

Manufactured SQU	SQU System Model	Max Treatment Flow (cfs)
Stormceptor® 1	STC 450	0.3
	STC 900	0.64
	STC 2400	1.06
	STC 4800	1.77
	STC 7200	2.47
	STC 11000	3.53
	STC 16000	4.94
Downstream Defender® 1	4 Foot Diameter	1.3
	6 Foot Diameter	4.1
	8 Foot Diameter	9.4
	10 Foot Diameter	17.7
VortSentry®	VS30	0.26
	VS40	0.58
	VS50	1.07
	VS60	1.77
	VS70	2.70
	VS80	3.90
Vortechs® 1	1000	0.3
	2000	1.0
	3000	1.6
	4000	2.3
	5000	3.2
	7000	4.1
	9000	5.2
	11000	6.4

Manufactured SQU		SQU System Model	Max Treatment Flow (cfs)
Vortechs®		16000	9.3
		PC1319 or 1319 CIP	10.9
		PC1421 or 1421 CIP	12.7
		1522 CIP	14.6
		1624 CIP	16.6
		1726 CIP	18.7
		1827 CIP	21.0
		1929 CIP	23.4
		2030 CIP	25.9
		2131 CIP	28.5
		2233 CIP	31.3
		2334 CIP	34.2
		2436 CIP	37.3
		2538 CIP	40.4
		2639 CIP	43.7
		2740 CIP	47.2
		2842 CIP	50.7
		2943 CIP	54.4
		3045 CIP	58.2
		3146 CIP	62.2
		3349 CIP	70.5
		3958 CIP	98.4
		4060 CIP	103.5
Aqua-Swirl™		AS-2	0.29
		AS-3	0.50
		AS-4	0.75
		AS-5	1.20
		AS-6	1.70
		AS-7	2.30
		AS-8	3.00
		AS-9	3.80
		AS-10	4.70
		AS-12	6.80
CDS Technologies	**Inline**	PMIU20_15_4	0.33
		PMIU20_15	0.33
		PMSU20_15_4	0..33
		PMSU20_15	0.33
		PMSU20_20	0.52
		PMSU20_25	0.75
		PMSU30_20	0.94
		PMSU30_30	1.41
		PMSU40_30	2.12
		PMSU40_40	2.82
	Offline	PSWC20_15	0.33
		PSWC20_20	0.52

Manufactured SQU		SQU System Model	Max Treatment Flow (cfs)
CDS Technologies		PSWC20_25	0.75
		PSWC30_20	0.94
		PSWC30_30	1.41
		PSWC40_30	2.12
		PSWC40_40	2.82
		PSWC56_40	4.23
		PSWC56_53	6.58
		PSWC56_68	8.93
		PSWC56_78	11.75
	Offline	PSW30_30	1.41
		PSW50_42	4.23
		PSW50_50	5.17
		PSW70_70	12.22
		PSW100_60	14.1
		PSW100_80	21.62
		PSW100_100	30.08
ADS Stormwater Quality Units[2]		3620WQB	0.7
		3640WQB	1.6
		4220WQB	0.86
		4240WQB	1.83
		4820WQB	1.13
		4840WQB	2.39
		6020WQB	1.47
		6040WQB	3.12

RENAISSANCE POINTE HARDSCAPE PACKAGE-
PHASE 1A
RESOLUTION NO. 2074-2007

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies, and equipment required to construct the following as indicated in the project documents and drawings:

- New street lights, trail system and concrete alleys
- Hurd Street extension & reconstruction, street resurfacing
- Restoration of all damaged curbs & sidewalk
- Sewer work done in conjunction with this project.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Renaissance Pointe Hardscape Package – Phase 1A.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Revenue), CEDIT, and Section 108 Loans.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is **$2,080,000.00.**

APPROVED THIS 23rd DAY OF January, 2008.

BOARD OF PUBLIC WORKS

BY: _____
Regina A. Kostoff, Chair

BY: _____
Kumar Menon, Member

BY: _____
John Suarez, Member

ATTEST: _____
Marilyn Huth, Clerk

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: January 23, 2008

RE: SRF (STATE REVOLVING FUNDS) – **2005 Sewer Works**

Please include the following sewer SRF payments with the City Utility vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$ 59,925.00.** These payments will be made using the 2005 sewer State Revolving Funds. These expenses are for the WPCP Primary Clarifiers project - W.O. 74742 and the WPCP Dechlorination project – W.O. 75003.

Draw #163	Donohue & Assoc.	$ 35,867.00
Draw #164	DLZ Indiana	18,658.00
Draw #165	Donohue & Assoc.	5,400.00
	Total SRF Payments	**$ 59,925.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

January 30, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: January 22, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utility vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments for the amount of **$ 828,981.00.** These payments will be funded with the 2006 Waterworks State Revolving Fund loan. These expenses are for construction and professional services for the Indian Village Ph. IV water main replacement, 3RFP North Pump Building, the St. Joe Dam Pump Station and the 3RFP Filter Valve Project.

Draw #56	All Star Construction & Lake City Bank	$ 110,509.00
Draw #57	Donohue & Assoc.	16,413.00
Draw #58	Hagerman Construction & Tower Bank	688,388.00
Draw #59	HNTB Corp.	8,574.00
Draw #60	CH2M Hill	5,097.00
Total SRF Payments		**$ 828,981.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

January 30, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: January 30, 2008

RE: 2007 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $19,793.00 to be paid from the proceeds of the 2007 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #19

Mavron	19,793.00
Total for Payment Requests	**$ 19,793.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

January 30, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: January 30, 2008

RE: 2007 PSAC Furniture Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $122,571.16 to be paid from the proceeds of the 2007 PSAC Furniture Lease Financing which are held in an escrow at JP Morgan Trust Company.

Landscapeforms	PR #12	54,296.86
ASAP Software	PR #12	9,258.60
DELL Marketing LP	PR #12	59,015.70
Total for Payment Requests		**$ 122,571.16**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

January 30, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: January 30, 2008

RE: 2006 Fort Wayne Municipal Building Corp - Public Safety Academy

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $833.25 to be paid from the proceeds of the 2006 FWMBC - Public Safety Academy which are held in an escrow at U.S. Bank Corporate Trust Services/LaSalle Bank.

Baker & Daniels	Req #34	545.25
Mark Gerardot	Req #34	288.00
	Total for Requests	**$ 833.25**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

January 30, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: January 30, 2008

RE: 2006 Computer Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $9,229.08 to be paid from the proceeds of the 2006 Computer Lease which are held in an escrow account at Wells Fargo Corporate Trust Services.

ASAP Software	PR #33	9,229.08
	Total for Payment Request	**$ 9,229.08**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

January 30, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: February 6, 2008

RE: 2006 Fort Wayne Municipal Building Corp - Public Safety Academy

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $721,310.06 to be paid from the proceeds of the 2006 FWMBC - Public Safety Academy which are held in an escrow at U.S. Bank Corporate Trust Services/LaSalle Bank.

Hagerman, Inc.	Req #35	667,886.37
Triscape, Inc.	Req #35	195.00
GME Testing	Req #35	1,164.90
NIPSCO	Req #35	11,317.55
I&M	Req #35	21,379.70
Lowe's	Req #35	740.18
Project Management Resources	Req #35	17,952.36
Moss Building Products	Req #35	674.00
	Total for Requests	**$ 721,310.06**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

2-6-08

Date

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, RESCINDING RESOLUTION NUMBER 95-1-9-08-2, HUESTIS-MAPLE SANITARY SEWER PROJECT

RESOLUTION NUMBER 95-02-06-08-3

WHEREAS, on November 28, 2007, the Board of Public Works (the "Board") of the City of Fort Wayne, Indiana, (the "City") adopted a resolution entitled, "A Resolution of the Board of Public Works of the City of Fort Wayne, Indiana, Appropriating and Condemning Real Property for Use by the City of Fort Wayne, Indiana, and Assessing Benefits to Property Owners for the Construction of the Huestis-Maple Sanitary Sewer Project," (Resolution Number 94-11-28-07-02), the "Original Resolution"; and

WHEREAS, on January 9, 2008, the Board adopted a resolution entitled, "A Resolution of the Board of Public Works of the City of Fort Wayne, Indiana, Appropriating and Condemning Real Property for Use by the City of Fort Wayne, Indiana, and Awarding Damages and Assessing Benefits to Property Owners for the Construction of the Huestis-Maple Sanitary Sewer Project" (Resolution Number 95-1-9-08-2), the "Condemnation Resolution"; and

WHEREAS, pursuant to the Condemnation Resolution, the Board sent notice of the adoption of the Condemnation Resolution to the property owners identified therein from who the City, through the Board, seeks to condemn certain permanent easement interests to complete the Bass Road Water Main Extension Project; and

WHEREAS, on Wednesday, January 30, 2008, at 10:30 a.m., the Board considered any and all remonstrances on the award of damages or assessment of benefits set forth in the Condemnation Resolution; and

WHEREAS, the Board has determined to rescind the Condemnation Resolution pursuant to Indiana Code 32-24-2-10.

NOW, THEREFORE, be it resolved by the Board of Public Works of the City of Fort Wayne, Indiana, as follows:

1. That the Board hereby rescinds in all aspects the Condemnation Resolution pursuant to IC 32-24-2-10, including the award of damages and assessment of benefits set forth therein.

2. That this Resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

Adopted this 6th day of **February 2008.**

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

Attest: Michelle Nelson, Acting Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA }

} SS:

COUNTY OF ALLEN }

Before me, a Notary Public in and for said County and State personally appeared Regina A. Kostoff, Kumar Menon, and John Suarez, members of the Board of Public Works and Michelle Nelson, its Acting Clerk, who acknowledged the execution of the foregoing resolution as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 6th day of February 2008.

My commission expires:

MARJORIE ENDERS
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
MY COMMISSION EXP. APR. 13,2008

Marjorie Enders
Notary Public
Resident of _____ County

MARJORIE ENDERS
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
MY COMMISSION EXP. APR. 13,2008

Printed Name of Notary

Prepared by: Justin Brugger, Program Manager – Capital Project Services

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA }
} SS:
COUNTY OF ALLEN }

Before me, a Notary Public in and for said County and State personally appeared Regina A. Kostoff, Kumar Menon, and John Suarez, members of the Board of Public Works and Michelle Nelson, its Acting Clerk, who acknowledged the execution of the foregoing resolution as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 6th day of February 2008.

My commission expires:

MARJORIE ENDERS
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
MY COMMISSION EXP. APR. 13,2008

Marjorie Enders
Notary Public
Resident of _____ County

MARJORIE ENDERS
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
MY COMMISSION EXP. APR. 13,2008

Printed Name of Notary

Prepared by: Justin Brugger, Program Manager – Capital Project Services

Waiting for Dos. Recorded Date & Instr.

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, SUSTAINING RESOLUTION NUMBER 95-1-9-08-1, BASS ROAD WATER MAIN EXTENSION PROJECT

RESOLUTION NUMBER 95-02-06-08-4

WHEREAS, on November 21, 2007, the Board of Public Works (the "Board") of the City of Fort Wayne, Indiana, (the "City") adopted a resolution entitled, "A Resolution of the Board of Public Works of the City of Fort Wayne, Indiana, Appropriating and Condemning Real Property for Use by the City of Fort Wayne, Indiana, and Assessing Benefits to Property Owners for the Construction of the Bass Road Water Main Extension Project," (Resolution Number 94-11-21-07-1), the "Original Resolution"; and

WHEREAS, on January 9, 2008, the Board adopted a resolution entitled, "A Resolution of the Board of Public Works of the City of Fort Wayne, Indiana, Appropriating and Condemning Real Property for Use by the City of Fort Wayne, Indiana, and Awarding Damages and Assessing Benefits to Property Owners for the Construction of the Bass Road Water Main Extension Project" (Resolution Number 95-1-9-08-1), the "Condemnation Resolution"; and

WHEREAS, pursuant to the Condemnation Resolution, the Board sent notice of the adoption of the Condemnation Resolution to the property owners identified therein from who the City, through the Board, seeks to condemn certain permanent easement interests to complete the Bass Road Water Main Extension Project; and

WHEREAS, on Wednesday, January 30, 2008, at 10:00 a.m., the Board considered any and all remonstrances on the award of damages or assessment of benefits set forth in the Condemnation Resolution; and

WHEREAS, the Board has determined to sustain the Condemnation Resolution pursuant to Indiana Code 32-24-2-10.

NOW, THEREFORE, be it resolved by the Board of Public Works of the City of Fort Wayne, Indiana, as follows:

1. That the permanent easement interests referenced in the Condemnation Resolution are hereby appropriated and condemned to the City of Fort Wayne.

2. That the Board hereby sustains in all aspects the Condemnation Resolution pursuant to IC 32-24-2-10, including the award of damages and assessment of benefits set forth therein.

3. That this Resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

Adopted this 6th day of **February 2008.**

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

Attest: Michelle Nelson, Acting Clerk

A RESOLUTION OF THE BOARD OF PUBLI
THE CITY OF FORT WAYNE, INDI
APPROVING A LEASE OF THE FACILITY LOCATED AT 2 D TO
AQUA INDIANA, INC.

#24

27

RESOLUTION NUMBER: 95.2-6-08

WHEREAS in January of 2008, the Board of Public Works (" ort Wayne, Indiana ("City"), adopted a resolution entitled A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA FURTHER AMENDING THE TIMING AND PROCEDURES AND ALSO APPROVING A PARTIAL SETTLEMENT AGREEMENT FOR FORT WAYNE'S POSSESSION OF THE REAL AND PERSONAL PROPERTY OF UTILITY CENTER, INC. (NOW D/B/A AQUA INDIANA, INC.) CONDEMNED PURSUANT TO BOARD OF WORKS RESOLUTIONS; and

WHEREAS, the City continues discussions with Aqua Indiana to facilitate a safe, efficient and orderly change in ownership of the northern potable water and wastewater system assets (North System) from Aqua Indiana to the City and has reached agreements regarding the lease of the facilities at 2200 West Cook Road entitled, "Lease Agreement" and attached as Exhibit A to this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

The Board approves the attached Lease Agreement.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

APPROVED THIS 6th DAY OF February, 2008.

BOARD OF PUBLIC WORKS

BY: Regina A. Kostoff
Regina A. Kostoff, Chair

BY: John Suarez
John Suarez, Member

BY:
Kumar Menon, Member

ATTEST: Michelle R. Wilson, Acting Clerk
Marilyn Huth, Clerk of the Board

Prepared by Chris York for the City of Fort Wayne, Indiana.

FINAL
2/4/08.

001480

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF
THE CITY OF FORT WAYNE, INDIANA
APPROVING A LEASE OF THE FACILITY LOCATED AT 2200 WEST COOK ROAD TO
AQUA INDIANA, INC.

RESOLUTION NUMBER: R5.2-6-08-2

WHEREAS in January of 2008, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana ("City"), adopted a resolution entitled A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA FURTHER AMENDING THE TIMING AND PROCEDURES AND ALSO APPROVING A PARTIAL SETTLEMENT AGREEMENT FOR FORT WAYNE'S POSSESSION OF THE REAL AND PERSONAL PROPERTY OF UTILITY CENTER, INC. (NOW D/B/A AQUA INDIANA, INC.) CONDEMNED PURSUANT TO BOARD OF WORKS RESOLUTIONS; and

WHEREAS, the City continues discussions with Aqua Indiana to facilitate a safe, efficient and orderly change in ownership of the northern potable water and wastewater system assets (North System) from Aqua Indiana to the City and has reached agreements regarding the lease of the facilities at 2200 West Cook Road entitled, "Lease Agreement" and attached as Exhibit A to this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

The Board approves the attached Lease Agreement.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

APPROVED THIS 6th DAY OF February, 2008.

BOARD OF PUBLIC WORKS

BY: Regina A. Kostoff
Regina A. Kostoff, Chair

BY: John Suarez
John Suarez, Member

BY:
Kumar Menon, Member

ATTEST: Michelle R. Wilson, Acting Clerk
Marilyn Huth, Clerk of the Board

Prepared by Chris York for the City of Fort Wayne, Indiana.

FINAL
2/4/08.

001480

Exhibit A.

001481

ORIGINAL & SIGNED by Both.

FINAL
1/29/08.

LEASE AGREEMENT

THIS LEASE (the "Lease") made this 12th day of February, 2008, by and between City of Fort Wayne, Indiana (hereinafter referred to as "Landlord"), and Utility Center, Inc. (hereinafter referred to as "Tenant");

WITNESSETH:

FOR AND IN CONSIDERATION of the full and faithful compliance by the parties hereto with each and all of the terms, covenants and conditions herein contained to be complied with by them, Landlord does hereby lease, let and demise unto Tenant the real estate described in general as 2200 West Cook Road and precisely described in Exhibit "A" attached hereto and made a part hereof, together with the improvements constructed thereon and all appurtenances thereto (hereinafter referred to as the "demised premises"). The demised premises are leased by Landlord to Tenant subject to covenants, easements, conditions and restrictions of record, and subject to provisions of applicable building codes and zoning ordinances.

ARTICLE I
TERM.

1.1 The lease term, subject to all of the provisions and conditions herein contained, shall be for a period of commencing February 12, 2008(the "Commencement Date"), and terminating on February 11, 2009 (the "Term"), unless sooner terminated as provided herein.

1.2 The Tenant shall be permitted to terminate the Lease at any time after the Commencement Date upon thirty (30) days written notice to Landlord.

ARTICLE II
USE AND OCCUPANCY

2.1 Tenant covenants that the demised premises shall, during the term of this Lease, be used for utility purposes, for such other purposes as may be incidental thereto, and for no other purpose without the prior written consent of Landlord.

2.2 Tenant will neither commit nor permit waste upon the demised premises.

ARTICLE III
RENTAL

3.1 Tenant shall pay as base rent for said demised premise, without relief from valuation or appraisement laws, the sum of Five Thousand ($5,000.00) per month for the Term, payable in advance on the first day of each calendar month throughout the term hereof to the attention of Landlord.

ARTICLE IV
REAL ESTATE TAXES

4.1 It is the purpose and intent of Landlord and Tenant that the rental as herein provided shall be absolutely net to the Landlord, so that this Lease shall yield to Landlord the rent specified hereinabove and accordingly that all taxes, insurance, maintenance and other expense of any type or nature shall be solely the responsibility of Tenant unless otherwise specifically provided herein. With such intent in mind, Tenant agrees that it shall pay, in addition to all other sums agreed to be paid by it in this Lease, all real property taxes and assessments against the real estate and improvements constituting the demised premises which fall due during the term of this Lease. Such taxes and assessments shall be prorated for any partial lease years. Tenant shall be solely responsible and shall pay for all personal property taxes on all personal property, inventory and fixtures owned by it or located in or about the demised premises which accrue during the term of this Lease.

4.2 It is expressly agreed that Tenant shall not be obligated to pay any capital levy or corporate franchise tax levy imposed upon Landlord or any estate, inheritance, succession or transfer tax upon the passing of Landlord's interest in the demised premises, or any income tax, profits tax, excise tax or other tax or charge that may be payable or chargeable to the Landlord under any present or future law of the United States or State of Indiana or imposed by any political or taxing subdivision thereof, or any governmental agency, upon or with respect to the rent received by Landlord under this Lease.

ARTICLE V
MAINTENANCE AND REPAIRS

5.1 Tenant agrees that, unless as a result of a *force majeure,* it shall be responsible for all exterior repairs, including walls, roof, parking area, driveways and landscaping, and shall further be solely responsible to keep the whole and every part of the interior of the demised premises and all property and improvements situated therein in good repair, including without limitation all plumbing, heating and electrical installations and equipment, air conditioning equipment, hardware, doors and windows, plateglass, interior painting and decorating. In the event any repairs are covered by insurance, the same are to be paid for by the insurance proceeds aforesaid.

5.2 Tenant shall not make any structural alterations, additions or leasehold improvements to the demised premises or make any contract therefore without first procuring Landlord's written consent. All alterations, additions and/or leasehold improvements made by Tenant to or upon the demised premises, except light fixtures, signs, electrical equipment, cases, counters and other removable trade fixture, shall at once when made or installed be deemed to have attached to the freehold and to have become the property of Landlord. Tenant shall be responsible for any damages occasioned by removal of its personal property and other trade fixtures.

5.3 Any alterations made by Tenant shall be at Tenant's cost and expense. Tenant agrees to conform to and comply with all laws, ordinances, rules and regulations of federal, state, county and municipal authorities in making such alterations or repairs, and shall at all times keep the demised premises free from claims of mechanics' liens.

5.4 Landlord and its agents shall have access, upon reasonable written notice, to the demised premises during all reasonable and regular business hours for the purpose of examining the same and to ascertain that they are in good repair, and to make reasonable repairs which Landlord may desire to make hereunder.

ARTICLE VI
INSURANCE AND INDEMNITY

6.1 Tenant, from the commencement of its occupancy, agrees to indemnify and save harmless Landlord from and against all claims, except those resulting from the willful actions, misconduct, or negligence of Landlord or its agents, arising from any act, omission or negligence of Tenant, or Tenant's contractors, agents, servants or employees. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses, and attorney fees.

6.2 Tenant shall provide and maintain during the term hereof, for the benefit of Landlord and Tenant, public liability and property damage insurance in the usual form for the protection of itself and Landlord against injury caused to persons by reason of its occupancy of the demised premises, with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence.

ARTICLE VII
SIGNS AND ADVERTISING

7.1 Tenant may, at its expense, continue the use of any identification sign presently upon the demised premises Upon termination of this Lease, Tenant shall remove such sign located upon the building and shall be responsible for any damage occasioned thereby.

ARTICLE VIII
DESTRUCTION OF PREMISES

8.1 If the demised premises shall be damaged or destroyed by any cause during the term of this Lease, this Lease shall Terminate.

8.2 Should the demised premises or any part thereof be made untenantable as a result of such fire, damage or destruction, the rental payable by Tenant shall abate in proportion to the amount of the demised premises rendered untenantable as a result of such fire, damage or destruction.

8.3 If the demised premises or improvements thereto are damaged to such extent that they cannot be repaired within ninety (90) days of such occurrence, or in the event such damage occurs within the last six (6) months of the lease term, this Lease may be canceled at the option of either the Landlord or the Tenant upon written notice given within thirty (30) days from the date of such occurrence, and in such event, all rent shall be prorated to the date of such occurrence and Landlord shall be entitled to all proceeds received from the fire and extended coverage insurance.

ARTICLE IX – RESERVED.

ARTICLE X
QUIET ENJOYMENT

10.1 Landlord covenants and agrees that if the Tenant shall pay and otherwise perform and do all the things and matters herein provided for to be done by Tenant, Tenant shall peaceably and quietly have, hold, possess, use, occupy and enjoy the said demised premises during the term of this Lease.

ARTICLE XI
ASSIGNMENT AND SUBLETTING

11.1 Tenant may not assign or sublet the demised premises without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.

ARTICLE XII
UTILITIES

12.1 Tenant shall be solely responsible for and shall promptly pay all charges for gas, heat, electricity, sanitary sewer, storm water, potable water and any other utilities or services used or furnished to the demised premises.

ARTICLE XIII
DEFAULT

13.1 If Tenant shall be in default in the payment of rental or any other charges provided for herein and such default shall continue for a period of thirty (30) days after written notice from Landlord to Tenant as herein provided, or if Tenant shall be in default in the performance of any of the other covenants, promises or agreements herein contained for Tenant to be kept and performed and such default shall continue for thirty (30) days after Landlord shall have notified Tenant in writing of the existence of such default, or if Tenant is adjudicated a bankrupt, or if a permanent receiver is appointed for Tenant's property, including Tenant's interest in the demised premises, and such receiver is not removed within thirty (30) days after appointment, or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceeding under present or future law whereby the rent, or any part thereof, is or is proposed to be reduced or payment thereof deferred, or if Tenant makes an assignment for the benefit of creditors, or if the demised premises or Tenant's effects or interest therein shall be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days from such levy or attachment, or if Tenant abandons the demised premises, then, and in any or all said events, Tenant shall be deemed to have breached this Lease and Landlord shall have the right at its option to:

(a) Forthwith cancel and terminate this Lease by notice in writing to Tenant; and if such notice shall be given, all rights of Tenant to the use and occupancy of said demised premises shall terminate as of the date set forth in such notice and Tenant will at once surrender possession of the demised premises to Landlord and remove all of Tenant's effects therefrom, and Landlord may forthwith re-enter the premises and repossess itself thereof, and Landlord shall be entitled to receive as liquidated damages and not as a penalty a sum equal to all rent and other sums which would fall due hereunder through the balance of the lease term had this Lease not been terminated. No termination of this Lease prior to the normal expiration thereof shall affect Landlord's right to collect rent for the period prior to the termination thereof.

ARTICLE XIV
SURRENDER OF POSSESSION

14.1 Whenever the said term herein demised shall be terminated, whether by lapse of time, forfeiture or in any other way, Tenant covenants and agrees that it will at once surrender and deliver up said demised premises peaceably in as good of condition as when Tenant took possession, ordinary wear and tear and any alterations and approved changes and any damage caused by perils covered by insurance excepted, and if Tenant shall hold over after any termination of this Lease, the same shall create no more than a month-to-month tenancy at double the rent herein set forth and under all other applicable conditions herein provided.

ARTICLE XV
MECHANICS' LIENS

15.1 Nothing in this Lease shall authorize Tenant to do any act which shall in any way encumber the title of Landlord in and to the demised premises, nor shall the interest of Landlord in the demised premises be subject to any lien arising from any act or omission of Tenant.

15.2 If any mechanics' lien or liens shall be filed against the demised premises for work done or materials furnished to Tenant, Tenant shall within forty-five (45) days after it has actual notice of such lien, at its own expense, cause such lien or liens to be discharged by payment of such claims or by filing of bond pursuant to statute.

15.3 Should Tenant fail to pay any such lien or post bond therefor, Landlord may, but it shall not be required to do so, discharge such mechanics' lien or liens by payment thereof, and the amount paid by Landlord together with Landlord's costs and expenses shall be due and payable from Tenant forthwith on demand, together with interest at the rate of Eighteen Percent (18%) per annum.

ARTICLE XVI
NOTICES

16.1 All notices, demands and requests hereunder shall be in writing and given by United States registered or certified mail, or by a nationally recognized air courier:

In the case of Landlord to:
Director of Utilities
City Utility Administration
One Main Street, Room 280
Fort Wayne, IN 46802

In the case of Tenant to:
Property Manager for Utility Center
2200 West Cook Road
Fort Wayne. Indiana 46818

16.2 Each party from time to time may change its address for purpose of notice under this Article by giving to the other party notice of such change of address. Any notice, demand or request given by the United States, registered or certified mail, as provided herein, shall be deemed served on the date it is deposited in the United States mail or with a nationally recognized air courier properly addressed and with postage fully prepaid.

ARTICLE XVII
ENVIRONMENTAL REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

17.1 Tenant represents and warrants that during the term hereof it shall not construct, deposit, store, dispose, place or locate upon the demised premises any material, element, compound, solution compound, mixture, substance or other matter of any kind, including solid, liquid or gaseous material, that (i) is a hazardous substance as defined in the Federal Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the regulations promulgated from time to time thereunder, environmental laws administered by the United States Environmental Protection Agency and similar laws and regulations of the State of Indiana or County of Allen, or any other governmental organization or agency, (ii) contains in any form asbestos, or (iii) may cause or contribute to damage of the public health or environment.

17.2 The representations, warranties and indemnification of Tenant pursuant to this Article XVIII shall survive the termination of this lease.

ARTICLE XVIII
MISCELLANEOUS

18.1 Each term and provision of this instrument performable by Tenant and Landlord shall be construed to be both a covenant and a condition.

18.2 Time is and shall be of the essence of this Lease and of each term or provision hereof.

18.3 If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

18.4 The headings of the articles of this instrument are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this lease.

18.5 Nothing in this Lease shall cause Landlord in any way to be construed as a partner, joint venturer or associated in any way with Tenant in the operation of said demised premises, or subject Landlord to any obligation, loss, charge or expense connected with or arising from the operation or use of said demised premises or any part thereof. The obligations of each individual tenant hereunder shall be joint and several.

18.6 This Lease shall not be recorded, and in the event either party so desires, a memorandum of lease will be prepared and recorded in lieu thereof.

18.7 This Lease shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease the day and year first above written.

City of Fort Wayne, Indiana **Utility Center, Inc.**

By: _____ By: _____

Its DIRECTOR, UTILITIES Its VICE PRESIDENT

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF
THE CITY OF FORT WAYNE, INDIANA
APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR THE OPERATIONS AND MAINTENCE OF THE NORTHERN POTABLE WATER AND WASTEWATER SYSTEM

RESOLUTION NUMBER: 08-2-6-08-1

WHEREAS in January of 2008, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana ("City"), adopted a resolution entitled A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA FURTHER AMENDING THE TIMING AND PROCEDURES AND ALSO APPROVING A PARTIAL SETTLEMENT AGREEMENT FOR FORT WAYNE'S POSSESSION OF THE REAL AND PERSONAL PROPERTY OF UTILITY CENTER, INC. (NOW D/B/A AQUA INDIANA, INC.) CONDEMNED PURSUANT TO BOARD OF WORKS RESOLUTIONS; and

WHEREAS, the City continues discussions with Aqua Indiana to facilitate a safe, efficient and orderly change in ownership of the northern potable water and wastewater system assets (North System) from Aqua Indiana to the City and has reached agreements regarding the operations and maintenance of the North System entitled, "Professional Services Agreement for the Licensed Operation of Water and Wastewater System (PSA)" and attached as Exhibit A to this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

The Board approves the attached PSA.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

APPROVED THIS 6th DAY OF February, 2008.

BOARD OF PUBLIC WORKS

BY: Regina A. Kostoff
Regina A. Kostoff, Chair

BY: John Suarez
John Suarez, Member

BY: Kumar Menon
Kumar Menon, Member

ATTEST: Michelle Nelson, Acting Clerk
Marilyn Huth, Clerk of the Board

Prepared by Chris York for the City of Fort Wayne, Indiana.

#27 - DVD available

001471

FINAL
2/4/08.

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF
THE CITY OF FORT WAYNE, INDIANA
APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR THE OPERATIONS AND MAINTENCE OF THE NORTHERN POTABLE WATER AND WASTEWATER SYSTEM

RESOLUTION NUMBER: 08-2-6-08-1

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WHEREAS, the City continues discussions with Aqua Indiana to facilitate a safe, efficient and orderly change in ownership of the northern potable water and wastewater system assets (North System) from Aqua Indiana to the City and has reached agreements regarding the operations and maintenance of the North System entitled, "Professional Services Agreement for the Licensed Operation of Water and Wastewater System (PSA)" and attached as Exhibit A to this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

The Board approves the attached PSA.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

APPROVED THIS 6th DAY OF February, 2008.

BOARD OF PUBLIC WORKS

BY: Regina A. Kostoff
Regina A. Kostoff, Chair

BY: John Suarez
John Suarez, Member

BY: Kumar Menon
Kumar Menon, Member

ATTEST: Michelle Nelson, Acting Clerk
Marilyn Huth, Clerk of the Board

Prepared by Chris York for the City of Fort Wayne, Indiana.

001471

FINAL
2/4/08.

CITY

FINAL.
January 23, 2008.

PROFESSIONAL SERVICES AGREEMENT FOR THE LICENSED OPERATION OF WATER AND WASTEWATER SYSTEM

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the 6th day of February, 2008, by and between The City of Fort Wayne ("City"), with offices at One Main Street, Room 280, Fort Wayne, IN 46818, and Utility Center, Inc., with offices at 2200 W. Cook Road, Fort Wayne, IN 46818 ("Company").

WITNESSETH:

WHEREAS, City has acquired certain water and wastewater assets from Company that provide service to customers in the area known as the North System (the "System");

WHEREAS, City has requested Company to provide certain operational services for the System following the closing on its acquisition of the System (the "Closing"); and

WHEREAS, Company is experienced in the business of providing water and wastewater utility operational services and desires to provide those services set forth in this Agreement, upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

I. BASIC SERVICES:

Company shall perform the services described on the attached Schedule 1 – Basic Services (the "Basic Services") in a professional and competent manner.

The City shall pay Company a monthly fee of $30,000 for the performance of the Basic Services during the initial term as described and subject to the provisions of Section V-Term. The payments shall be made each month in advance.

The City shall pay Company a monthly fee of $35,000 for the performance of the Basic Services during any renewal terms selected by the City as described and subject to the provisions of Section V-Term. The payments shall be made each month in advance.

II. ADDITIONAL SERVICES:

The Company shall, at the specific request of the City and in accordance with the terms and conditions of this Agreement, perform the additional services as described on Schedule 2 (the "Additional Services"). If the City requests that the Company perform the Additional Services, the City agrees to pay to the Company the fees and expenses incurred by Company in the performance of the Additional Services (the "Fees"). The Fees will be invoiced to the City on an "as needed" basis, as appropriate, and will be based on the schedule of charges included.

III. EXCLUDED SERVICES:

The services described in Schedule 3 – Excluded Services will be procured by the City at its sole cost, and the Company shall not be responsible for providing any of the Excluded Services, unless specifically requested by the City and agreed to by Company in a separate written agreement.

IV. COOPERATION:

During the term of this Agreement, the parties shall cooperate in good faith to share relevant information as reasonably required to ensure efficient and compliant operations of the System.

V. TERM:

This Agreement shall become effective on the date that the Agreement is fully executed (the "Effective Date"). This Agreement shall have an initial term of three (3) months commencing on the Effective Date (the "Initial Term"). Thereafter, this Agreement may be renewed for two additional three (3) month terms by exclusive choice of the City and declared in writing at least two (2) weeks prior to the expiration of the current term.

Upon any renewal, this Agreement shall continue under the same terms, conditions and adjustments as provided herein. Company shall commence performance of this Agreement on a date to be specified by the City and agreed to by Company.

VI. LIABILITY:

Company shall indemnify, defend and hold harmless the City against any loss, cost or liability resulting from the Company's employees, officers, and agents' negligence or intentional wrongs regarding the System. City shall be responsible for the acts or omissions of its officers, agents or employees related to its obligations under the terms of the Agreement.

The City is responsible for all damages, claims, fines and penalties arising from failure by City, after due notice from Company, to undertake capital repairs and replacements to the System facilities in a timely fashion, including capital repairs and replacements related to limitation of the plants, and to provide flow into the facility at levels and characteristics within permit requirements and/or design limits. Company shall not be liable to the City or its customers for any diminution or interruption of service within the System not the result of Company's gross negligence, or for any delay which results from causes beyond Company's reasonable control. Under no circumstances, shall Company be responsible for special, punitive, incidental or consequential damages. Company shall not be responsible for any claims, damages or causes of action which may arise in connection with the activities of any other contractor retained directly by the City. City shall indemnify, defend and hold harmless the Company against any loss, cost or liability resulting from the City's employees, officers, and agents' negligence or intentional wrongs regarding the System.

VII. NOTICES:

Any and all notices and communications hereunder shall be in writing and delivered personally, via overnight courier, or mailed by registered or certified mail, return receipt requested.

If to the City, at:

Director of Utilities
City Utility Administration
One Main Street, Room 280
Fort Wayne, IN 46802

If to Company, at:

William Etzler
Utility Center, Inc.
220 West Cook Road
Fort Wayne, IN 46818

With a copy to:

Christopher P. Luning
Vice President and Deputy General Counsel
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Email: cpluning@aquaamerica.com
Fax: 610.520.9127
Phone: 610.645.1068

VIII. MISCELLANEOUS:

This Agreement contains the entire Agreement between the parties relating to professional services. Any change, modification or amendment hereto shall be ineffective, unless in writing and executed by the parties hereto. The covenants and conditions contained herein shall bind and inure to the benefit of the successors and assigns of each of the parties hereto. Nothing herein shall give any right or remedy hereunder to any person or entity, except the parties hereto and their successors and assigns.

IX. FORCE MAJEURE:

Maintenance, replacement or repairs required due to flood, fire, storm, explosion, negligence by anyone other than Company or its agents, unlawful discharges in or out of the facility, acts of God, war or other reasons outside Company control are not within the scope of services provided by Company in this Agreement. In the event of such occurrences, Company may offer the City assistance in obtaining or providing additional services, repairs, and replacements at an additional fee.

Company shall operate and maintain the System facilities according to design parameters. Any process upsets and/or failures due to changes in water or wastewater characteristics, volume, infiltration and inflow, physical capabilities or constraints of the treatment plants or conveyance systems and/or improper design shall not be the responsibility of Company, and cannot be used as the basis for termination of this Agreement without written mutual consent of both parties.

X. GOVERNING LAW:

This Agreement shall be subject to and governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the day and year first written above.

WITNESS:

Lori Hartman

Lori Hartman

CITY OF FORT WAYNE

By: _____

Kumar Menon

WITNESS:

Susan Simmons

UTILITY CENTER, INC.

By: _____

Authorized Agent

SCHEDULE 1
BASIC SERVICES

Basic Services will include the following unless individually and specifically directed by the City in writing:

1. Company shall operate the System's potable water and sanitary sewer facilities (Facilities) consistent with industry standards and past practice.
2. Company shall respond to and fulfill requests for the location of Facilities ('utility locates') from City, contractors, other utilities or other reasonable parties in accordance with established IUPPS expectations and responsibilities. Basic Services shall not be considered responding to such requests outside the times of 8am to 5pm weekdays that are not City holidays or weekend days (after Normal Business Hours).
3. Company shall comply with all operating permits and shall prepare, furnish, seek authorizations such as City signatures, and file reports required by regulatory agencies such as the EPA, IDEM, IURC and the IDNR.
4. Company shall adequately maintain the Facilities, including all property and equipment, mechanical, electrical, HVAC, instrumentation and control, communications to insure effective operation of the Facilities consistent with industry, consistent with past practice; provided however, if outside special expertise is required such as SCADA or electrical work - such special expertise maintenance shall be considered Miscellaneous Work as Additional Services (Schedule 2).
5. Company shall regularly inspect the Facilities to ensure proper operations and record normal readings and observations. Company shall maintain standard operating procedures and records for each major piece of equipment. Company shall provide City with adequate documentation that preventative maintenance is being performed on all Facilities in accordance with the manufacture's recommendations, industry standard practices or both.
6. Company shall provide 24-hour monitoring of the Facilities in accordance with normal operations and maintain records and documentation of Facility operations consistent with industry standards and past practice.
7. Company shall provide all foreseeable planned operation and maintenance consistent with industry standards and past practice including: flushing, valve exercising, meter repair, meter replacement, service turn-ons and turn-offs during Normal Business Hours. As many valves as reasonably possible shall be located and 'painted' during the first two months. Meters removed for any reason shall be replaced with a new meter provided by the City.
8. Company shall perform meter reading of all customer meters on a monthly basis and shall provide the readings to the City in a format compatible with the City's computerized billing system. Company shall conduct special meter readings that can be completed during Normal Business Hours.
9. Company shall provide assistance as necessary to the City to calculate, investigate and verify customer bills.

10. Company shall maintain the physical appearance of the Facilities in a condition equal to the condition on the effective date of this contract, normal wear and tear excepted, including any necessary snow removal, leaf removal, mowing and other related tidiness, safety, effectiveness or maintenance issues.
11. Company shall provide security for the Facilities consistent with industry, consistent with past practice.
12. Company shall arrange, secure and purchase by Company all materials and supplies required for the routine operation of the Facilities and provide all records of same to the City. Company will be reimbursed for same by City monthly.
13. Company shall arrange, secure and prepare for procurement by City such utilities and services as Company or City may determine are reasonable and proper for the effective operations of the Facilities and City will pay all such charges directly. Company will assist with the transfer of billing responsibility for those items.
14. Company shall compile all appropriate statistics and data with respect to the Facilities and regular operation of the Facilities and shall make appropriate written reports to the City on a monthly basis.
15. Company shall advise the City in a timely fashion on material issues concerning the efficient, economical, secure or effective operation of the Facilities.
16. Company shall attend City meetings when reasonably requested in writing and deliver such data, documents, institutional knowledge or other information regarding the Facilities including, but not limited to, what is necessary to transfer the ownership, operating, or maintenance responsibilities of the Facilities.

SCHEDULE 2
ADDITIONAL SERVICES

Additional Services will typically include the following:

1. Respond to and repair leaks, failures or other problems with the Facilities outside the times of 8am to 5pm weekdays that are not City holidays or weekend days (after Normal Business Hours).
2. Respond to and fulfill requests for the location of Facilities ('utility locates') from City, contractors, other utilities or other reasonable parties in accordance with established IUPPS expectations and responsibilities after Normal Business Hours.
3. Replace damaged or broken portions of Facilities that are impractical to repair.
4. Repair Facilities after Normal Business Hours.
5. Thaw or repair or both frozen Facilities after Normal Business Hours.
6. Respond after Normal Business Hours to emergencies created by events such as fires, power outages, floods or other natural or man-made disasters.
7. Other miscellaneous work (Miscellaneous Work) as directed in writing by the City. Miscellaneous work would include, but not be limited to:
    - Service line installations or renewals
    - Hydrant installations or renewals
    - Valve or new meter installations
    - Non-routine flushing
    - Final restoration of roadways/sidewalks/lawns following excavations
    - IT conversion assistance

Schedule of Charges for Additional Services

Labor

Meter Reader	$18.75/hour
Utility Worker	$21.56/hour
Utility Technician	$23.64/hour
Facility Operator	$23.64/hour
Crew Leader	$25.03/hour
Senior Facility Operator	$29.62/hour
Supervision/manager	$35.00/hour
IT specialist	$70.00/hour

Emergency or after-hours work will be billed at 1.5 times the hourly rate shown

Equipment

Backhoe (with trailer)	$85/hour	Power generator	$25/hour
Dump Truck (5-7 yd)	$55/hour	Vactor Truck	$125/hour
Crew Truck (compressor)	$80/hour		
Service vehicle	$40/hour		

SCHEDULE 3
EXCLUDED SERVICES

Excluded Services shall include the following:

1. Billing Services as defined as preparing the actual invoices, sending, postage and receiving of payments. Basic Services; however, do include preparation of information and assistance with the preparation of the actual invoices.
2. Any cash or payment receiving services. All such payment attempts shall be directed, without acceptance, to the City.

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: January 30, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utility vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments for the amount of **$ 698,410.00.** These payments will be funded with the 2006 Waterworks State Revolving Fund loan. These expenses are for construction at the 3RFP North Pump Building and the St. Joe Dam Pump Station Projects.

Draw #61	Hagerman Construction & Tower Bank	$ 462,432.00
Draw #62	Weigand Construction & Star Financial Bank	235,978.00
Total SRF Payments		**$ 698,410.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

2.6.08
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: February 6, 2008

RE: 2006 Fort Wayne Municipal Building Corp - Public Safety Academy

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $721,310.06 to be paid from the proceeds of the 2006 FWMBC - Public Safety Academy which are held in an escrow at U.S. Bank Corporate Trust Services/LaSalle Bank.

Hagerman, Inc.	Req #35	667,886.37
Triscape, Inc.	Req #35	195.00
GME Testing	Req #35	1,164.90
NIPSCO	Req #35	11,317.55
I&M	Req #35	21,379.70
Lowe's	Req #35	740.18
Project Management Resources	Req #35	17,952.36
Moss Building Products	Req #35	674.00
	Total for Requests	**$ 721,310.06**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

2.6.08
Date

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, RESCINDING RESOLUTION NUMBER 95-1-9-08-2, HUESTIS-MAPLE SANITARY SEWER PROJECT

RESOLUTION NUMBER 95-02-06-08-3

WHEREAS, on November 28, 2007, the Board of Public Works (the "Board") of the City of Fort Wayne, Indiana, (the "City") adopted a resolution entitled, "A Resolution of the Board of Public Works of the City of Fort Wayne, Indiana, Appropriating and Condemning Real Property for Use by the City of Fort Wayne, Indiana, and Assessing Benefits to Property Owners for the Construction of the Huestis-Maple Sanitary Sewer Project," (Resolution Number 94-11-28-07-02), the "Original Resolution"; and

WHEREAS, on January 9, 2008, the Board adopted a resolution entitled, "A Resolution of the Board of Public Works of the City of Fort Wayne, Indiana, Appropriating and Condemning Real Property for Use by the City of Fort Wayne, Indiana, and Awarding Damages and Assessing Benefits to Property Owners for the Construction of the Huestis-Maple Sanitary Sewer Project" (Resolution Number 95-1-9-08-2), the "Condemnation Resolution"; and

WHEREAS, pursuant to the Condemnation Resolution, the Board sent notice of the adoption of the Condemnation Resolution to the property owners identified therein from who the City, through the Board, seeks to condemn certain permanent easement interests to complete the Bass Road Water Main Extension Project; and

WHEREAS, on Wednesday, January 30, 2008, at 10:30 a.m., the Board considered any and all remonstrances on the award of damages or assessment of benefits set forth in the Condemnation Resolution; and

WHEREAS, the Board has determined to rescind the Condemnation Resolution pursuant to Indiana Code 32-24-2-10.

NOW, THEREFORE, be it resolved by the Board of Public Works of the City of Fort Wayne, Indiana, as follows:

1. That the Board hereby rescinds in all aspects the Condemnation Resolution pursuant to IC 32-24-2-10, including the award of damages and assessment of benefits set forth therein.

2. That this Resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

Adopted this **6th** day of **February 2008.**

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

Attest: Michelle Nelson, Acting Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA }

} SS:

COUNTY OF ALLEN }

Before me, a Notary Public in and for said County and State personally appeared Regina A. Kostoff, Kumar Menon, and John Suarez, members of the Board of Public Works and Michelle Nelson, its Acting Clerk, who acknowledged the execution of the foregoing resolution as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 13th day of February 2008.

My commission expires:

April 13, 2008

Marjorie Enders
Notary Public
Resident of Allen County

Marjorie Enders
Printed Name of Notary

Prepared by: Justin Brugger, Program Manager – Capital Project Services

RESOLUTION OF THE BOARD OF PUBLIC WORKS
OF THE CITY OF
FORT WAYNE, INDIANA

RESOLUTION NO. 95-2-13-08-1

WHEREAS, the City of Fort Wayne needs to lease various vehicles and items of capital equipment for use by several departments of the City of Fort Wayne for continued effective operations; and

WHEREAS, the Board of Public Works has, in the past, generally coordinated such leasing and has let bids therefore; and

WHEREAS, numerous bids have been let for the acquisition of various vehicles and items of capital equipment and the Common Council is expected to approve the acquisition of said various vehicles and items of capital equipment; and

WHEREAS, sufficient revenues are available from the City's General Fund and various other City department funds to make lease rental payments on a timely basis as required for the leasing of said various vehicles and equipment items; and

WHEREAS, notices will be published requesting proposals from lessors to acquire the various vehicles and items of capital equipment and to lease the same to the City, pursuant to the terms and conditions contained in the form of lease; and

WHEREAS, the proposed lease provides for fair and reasonable rental and other equitable terms and conditions and, further, that the execution of said lease will permit the use and acquisition of said various vehicles and items of capital equipment within the present financial capabilities of the City and therefore same is in the public interest; and

WHEREAS, the Common Council designates the Board of Public Works as leasing agent for the City of Fort Wayne, Indiana, for the transactions herein contemplated.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, THAT:

SECTION 1. The Board of Public Works will receive bids from potential lessors for the lease of certain various vehicles and items of capital equipment on **FEBRUARY 27, 2008.**

SECTION 2. The Board of Public Works, after reviewing all of the bids submitted to it pursuant to the Notice to Bidders and the Request for Proposal, will designate the lessor of those various vehicles and items of capital equipment listed on the bids received from potential lessors for the lease of certain various vehicles and items of capital equipment listed on the attached Exhibit "A" on **MARCH 5, 2008**. The exact lessor purchase cost for the various vehicles and items of capital equipment contained on the attached Exhibit "A" shall be determined in accordance with bidding procedures of the City of Fort Wayne, if not so previously determined.

DATED: 2·13·08

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Michelle Nelson, Actuar Clerk
Marilyn Huth, Clerk

NOTICE TO BID
POLICE/PASSENGER VEHICLE AND EQUIPMENT LEASE FINANCING
02/11/08

Notice is hereby given by the Board of Public Works of the City of Fort Wayne, Indiana, that sealed bids **and proposals** (as described below) will be received by the **Board of Public Works at its office in Room 420, City-County Building until 8:30 a.m. on WEDNESDAY 2/27/08** for the following:

Police/Passenger Vehicle/Street-Heavy and Equipment Lease Financing
5-year Lease(s)
with option to purchase
vehicles and items of capital equipment
for use by the City of Fort Wayne

The bid should be prepared for a "Non-qualified" entity under the Small Issuer Exemption tax code provisions. No bid may be withdrawn without the written consent of the Board of Public Works for a period of five (5) days after the bid opening, within which time the Board will act to choose the successful bidder. All bids shall be accompanied by a bid bond or certified check (out of state bidders must use a certified check or an Indiana surety), in the amount of FIVE percent (5%) of the bid, which check or bid shall be made payable to the City of Fort Wayne, Indiana. Should a successful bidder withdraw his or her bid, the Board may declare the bid deposit as having been forfeited and collect said amount as liquidated damages.

Each bidder must include, in a clear and concise format, the following items in their bid:

1) The cash purchase price without regard to the lease agreement for all of the vehicles and capital equipment items listed below.
2) The total lease rental price based on a 5-year lease period with funds to be available on or before March 21, 2008 and lease payments commencing no sooner than August 15, 2008. Bids should be submitted with semi-annual payment schedules.
3) The total amount of interest and the lease-financing factor ("interest rate") used to determine the amount of the payments must be clearly indicated.
4) Payment amortization schedules based on the above information must be submitted with the bids.
5) A provision in the lease providing for an option to purchase the vehicles and capital equipment items.
6) A schedule of the option purchase price and at each time when an option may be executed.
7) A schedule of the amount of the lease rental payment which shall be credited to the lease purchase option.
8) A provision in the lease stating that it is subject to annual appropriation.
9) Evidence of financial responsibility.

The vehicles, equipment items, and their estimated unit cost are detailed below.

ITEM	APPROX UNIT COST	APPROX QUANTITY	NOT TO EXCEED TOTAL COST	VENDOR(s)
CHEV IMPALA POLICE CRUISERS (64) Including equipment	$ 35,731	64	$ 2,286,784	KELLEY CHEVROLET/DEHAVEN (vehicles)
UNMARKED (10) Including equipment	$ 27,850	10	$ 278,850	KELLEY CHEVROLET/DEHAVEN (vehicles)
Mobile Data Terminals			$ 391,968	
Van	$ 24,300	2	$ 48,600	
4 x 4 SUV			$ 29,000	
4 x 2 SUV	$ 19,825	6	$ 118,950	
Full Size Pickup			$ 30,000	
Sedans (Undercover)	$ 18,900	2	$ 37,800	

ITEM	APPROX UNIT COST	APPROX QUANTITY	NOT TO EXCEED TOTAL COST	VENDOR
OTHER POLICE EQUIP				
Handi Talkies			$ 126,022	
AVL			$ 226,517	
ANIMAL CONTROL:				
Cargo Van Including equipment	$ 32,500	2	$ 65,000	
FIRE:				
Mobile Data Terminals			$ 50,000	
Sedans	$ 25,000	3	$ 75,000	
Van	$ 26,750	2	$ 53,500	
PARKING CONTROL:				
Pick Up Truck			$ 28,000	
FLOOD:				
S10 Pickup			$ 20,000	
FLEET:				
Sedans	$ 21,250	3	$ 63,750	
NCED:				
Sedans	$ 15,735	3	$ 47,205	
STREET LIGHTING:				
Pickup			$ 32,000	
TRANSPORTATION ADMIN:				
Ford Escape Hybrids			$ 26,000	
4 x 2 Pickup	$ 18,250	2	$ 36,500	
TRAFFIC ENGINEERING:				
Ford Escape Hybrids	$ 31,250	2	$ 62,500	
SOLID WASTE:				
4 x 4 Pick Up			$ 30,000	
STREET DEPARTMENT:				
Tandem Axle			$ 170,000	
Heavy Duty Trucks	$ 80,000	4	$ 320,000	
Street Sweeper			$ 120,000	
Single Axle			$ 125,000	
4 x 4 Pickup			$ 25,000	
Leaf Vac			$ 40,000	
Skid Loader			$ 80,000	
Roller			$ 40,000	
CONTINGENCY			$ 66,054	
	TOTAL		**$ 5,150,000**	

All necessary approvals of the City's Common Council for the acquisition of the above-listed items are forthcoming.

The date for the anticipated cash requirements for this leasing arrangement is on or before March 21, 2008.

The Board of Public Works reserves the right to reject any and all bids for failure to comply with applicable laws and or with the instructions to Bidders. The Board of Public Works also reserves the right to waive any defect in any bid.

Board of Public Works

Regina A. Kostoff, Chairman
John Suarez, Member
Kumar Menon, Member

ATTEST: Marilyn Huth, Clerk

Publish 2/15 & 2/22/08 in both Fort Wayne Newspapers

RESOLUTION OF THE BOARD OF PUBLIC WORKS
OF THE CITY OF
FORT WAYNE, INDIANA

RESOLUTION NO. 95-2-13-08-1

WHEREAS, the City of Fort Wayne needs to lease various vehicles and items of capital equipment for use by several departments of the City of Fort Wayne for continued effective operations; and

WHEREAS, the Board of Public Works has, in the past, generally coordinated such leasing and has let bids therefore; and

WHEREAS, numerous bids have been let for the acquisition of various vehicles and items of capital equipment and the Common Council is expected to approve the acquisition of said various vehicles and items of capital equipment; and

WHEREAS, sufficient revenues are available from the City's General Fund and various other City department funds to make lease rental payments on a timely basis as required for the leasing of said various vehicles and equipment items; and

WHEREAS, notices will be published requesting proposals from lessors to acquire the various vehicles and items of capital equipment and to lease the same to the City, pursuant to the terms and conditions contained in the form of lease; and

WHEREAS, the proposed lease provides for fair and reasonable rental and other equitable terms and conditions and, further, that the execution of said lease will permit the use and acquisition of said various vehicles and items of capital equipment within the present financial capabilities of the City and therefore same is in the public interest; and

WHEREAS, the Common Council designates the Board of Public Works as leasing agent for the City of Fort Wayne, Indiana, for the transactions herein contemplated.

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DATED: 2-12-08

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Michelle Nelson, Acting Clerk
Marilyn Huth, Clerk

NOTICE TO BID
POLICE/PASSENGER VEHICLE AND EQUIPMENT LEASE FINANCING
02/11/08

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Police/Passenger Vehicle/Street-Heavy and Equipment Lease Financing
5-year Lease(s)
with option to purchase
vehicles and items of capital equipment
for use by the City of Fort Wayne

The bid should be prepared for a "Non-qualified" entity under the Small Issuer Exemption tax code provisions. No bid may be withdrawn without the written consent of the Board of Public Works for a period of five (5) days after the bid opening, within which time the Board will act to choose the successful bidder. All bids shall be accompanied by a bid bond or certified check (out of state bidders must use a certified check or an Indiana surety), in the amount of FIVE percent (5%) of the bid, which check or bid shall be made payable to the City of Fort Wayne, Indiana. Should a successful bidder withdraw his or her bid, the Board may declare the bid deposit as having been forfeited and collect said amount as liquidated damages.

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1) The cash purchase price without regard to the lease agreement for all of the vehicles and capital equipment items listed below.
2) The total lease rental price based on a 5-year lease period with funds to be available on or before March 21, 2008 and lease payments commencing no sooner than August 15, 2008. Bids should be submitted with semi-annual payment schedules.
3) The total amount of interest and the lease-financing factor ("interest rate") used to determine the amount of the payments must be clearly indicated.
4) Payment amortization schedules based on the above information must be submitted with the bids.
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6) A schedule of the option purchase price and at each time when an option may be executed.
7) A schedule of the amount of the lease rental payment which shall be credited to the lease purchase option.
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9) Evidence of financial responsibility.

The vehicles, equipment items, and their estimated unit cost are detailed below.

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Handi Talkies			$ 126,022	
AVL			$ 226,517	
ANIMAL CONTROL:				
Cargo Van Including equipment	$ 32,500	2	$ 65,000	
FIRE:				
Mobile Data Terminals			$ 50,000	
Sedans	$ 25,000	3	$ 75,000	
Van	$ 26,750	2	$ 53,500	
PARKING CONTROL:				
Pick Up Truck			$ 28,000	
FLOOD:				
S10 Pickup			$ 20,000	
FLEET:				
Sedans	$ 21,250	3	$ 63,750	
NCED:				
Sedans	$ 15,735	3	$ 47,205	
STREET LIGHTING:				
Pickup			$ 32,000	
TRANSPORTATION ADMIN:				
Ford Escape Hybrids			$ 26,000	
4 x 2 Pickup	$ 18,250	2	$ 36,500	
TRAFFIC ENGINEERING:				
Ford Escape Hybrids	$ 31,250	2	$ 62,500	
SOLID WASTE:				
4 x 4 Pick Up			$ 30,000	
STREET DEPARTMENT:				
Tandem Axle			$ 170,000	
Heavy Duty Trucks	$ 80,000	4	$ 320,000	
Street Sweeper			$ 120,000	
Single Axle			$ 125,000	
4 x 4 Pickup			$ 25,000	
Leaf Vac			$ 40,000	
Skid Loader			$ 80,000	
Roller			$ 40,000	
CONTINGENCY			$ 66,054	
	TOTAL		$ **5,150,000**	

All necessary approvals of the City's Common Council for the acquisition of the above-listed items are forthcoming.

The date for the anticipated cash requirements for this leasing arrangement is on or before March 21, 2008.

The Board of Public Works reserves the right to reject any and all bids for failure to comply with applicable laws and or with the instructions to Bidders. The Board of Public Works also reserves the right to waive any defect in any bid.

Board of Public Works

Regina A. Kostoff, Chairman
John Suarez, Member
Kumar Menon, Member

ATTEST: Marilyn Huth, Clerk

Publish 2/15 & 2/22/08 in both Fort Wayne Newspapers

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: February 20, 2008

RE: 2006 Computer Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $1,929.34 to be paid from the proceeds of the 2006 Computer Lease which are held in an escrow account at Wells Fargo Corporate Trust Services.

DELL Marketing	PR #34	1,312.10
ASAP Software	PR #34	617.24
Total for Payment Request		**$ 1,929.34**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

February 20, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: February 20, 2008

RE: 2007 Street Equipment Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $99,570.00 to be paid from the proceeds of the 2007 Street Equipment Lease Financing which are held in an escrow at Suntrust Bank.

Payment Request #6

WA Jones Truck Bodies & Equipment	99,570.00
Total for Payment Requests	**$ 99,570.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

February 20, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: February 20, 2008

RE: 2007 PSAC Furniture Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $80,832.66 to be paid from the proceeds of the 2007 PSAC Furniture Lease Financing which are held in an escrow at JP Morgan Trust Company.

Borroughs Corporation	PR #13	24,873.17
Peter Pepper Products	PR #13	18,562.91
Knoll, Inc.	PR #13	7,464.78
Infusion, Inc.	PR #13	29,931.80
Total for Payment Requests		**$ 80,832.66**

Regina A. Kostoff, Chair

John Suarez, Member

Ryan Chasey, Member

February 20, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: February 20, 2008

RE: 2006 Fire Truck Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $1,107.00 to be paid from the proceeds of the 2006 Fire Truck Lease Financing which are held in an escrow at JP Morgan Trust Company.

Paint the Town Graphics	Req #14	1,107.00
	Total for Request	**$ 1,107.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

February 20, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: February 20, 2008

RE: 2007 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $11,634.00 to be paid from the proceeds of the 2007 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #20

Mavron	11,634.00
Total for Payment Requests	**$ 11,634.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

February 20, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: February 12, 2008

RE: SRF (STATE REVOLVING FUNDS) – **2005 Sewer Works**

Please include the following sewer SRF payments with the City Utility vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$ 793,940.00.** These payments will be made using the 2005 sewer State Revolving Funds. These expenses are for the WPCP Primary Clarifiers project - W.O. 74742. .

Draw #166	Barton Malow Co.	$ 788,500.00
Draw #167	DLZ Indiana	5,440.00
	Total SRF Payments	**$ 793,940.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

February 20, 2008
Date

EMERGENCY RESOLUTION NUMBER #95-2-20-08-1
3919 SOUTH HARRISON

WHEREAS, an existing 18" VCP combination sewer line has collapsed in the alley behind 3919 South Harrison and;

WHEREAS, said collapse could not reasonably be foreseen and requires immediate action, and;

WHEREAS, repair of the 18" combination sewer line is beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, T&E Excavating, Liberty Construction, Bercot Construction, Scheidleman Excavating and Allstar Excavating, were invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer repair and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIR.**

APPROVED this 20th day of February ,2008.

BOARD OF PUBLIC WORKS

By Regina A. Kostoff
Regina Kostoff, Chair

By John Suarez
John Suarez, Member

By _____
Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

3919 SOUTH HARRISON STREET
COMBINATION SEWER EMERGENCY REPAIR SPECIFICATIONS

SCOPE OF WORK:

This emergency repair shall consist of the following bid:

ITEM NO. 1

Replacement of plus or minus 8ft of 18" vcp combination sewer and the brick manhole with a precast concrete manhole in the alley east of 3919 South Harrison St.next to the CVS and at least one 6" tap . The tap is 6ft north of the brick manhole. The overall depth of the repair will be approximately 25ft.

CONDITIONS OF WORK:

The contractor awarded the emergency repairs shall be required to provide and comply with the following items:

1. City of Fort Wayne Department of Water Resources, Development Criteria/Standards Manual
2. Contractor shall be responsible for and shall be required to comply with all Local, State and Federal Regulations regarding safety procedures, O.S.H.A. requirements and in particular open construction trench protection and confined space entry.
3. Contractor shall be required and responsible for placing and maintaining temporary barricades.
4. Contractor needs to comply with all E.B.E. requirements through City of Fort Wayne Compliance Office.
5. Contractor shall be responsible for dealing with whatever ground condition exists at the time of construction.
6. Contractor shall be responsible to protect, replace, and or repair all existing utilities in the emergency repair site.
7. Contractor is to submit Monthly Report and Manpower Summary to the City Compliance Office, Room #420.
8. Contractor shall be required to obtain and adhere to any and all required permits, including a right of way cut permit and a street barricade permit.

The Contractor is responsible to determine if the temporary removal, relocation, support or bracing of existing items, such as street and traffic signs, power poles, posts, fences, rock gardens, light posts, shrubs, bushes, guard rail, etc., is necessary. Should temporary removal or relocation be necessary, the Contractor shall be responsible to replace or reinstall said items at their original location or at locations designated by the property owners and the Contractor shall restore them to their original or better condition, at no extra cost.

3919 SOUTH HARRISON STREET.
COMBINATION SEWER EMERGENCY REPAIRS

BASE BID:
ITEM NO. 1 All costs to complete all work to replace plus or minus 8ft of 18" combination sewer line.

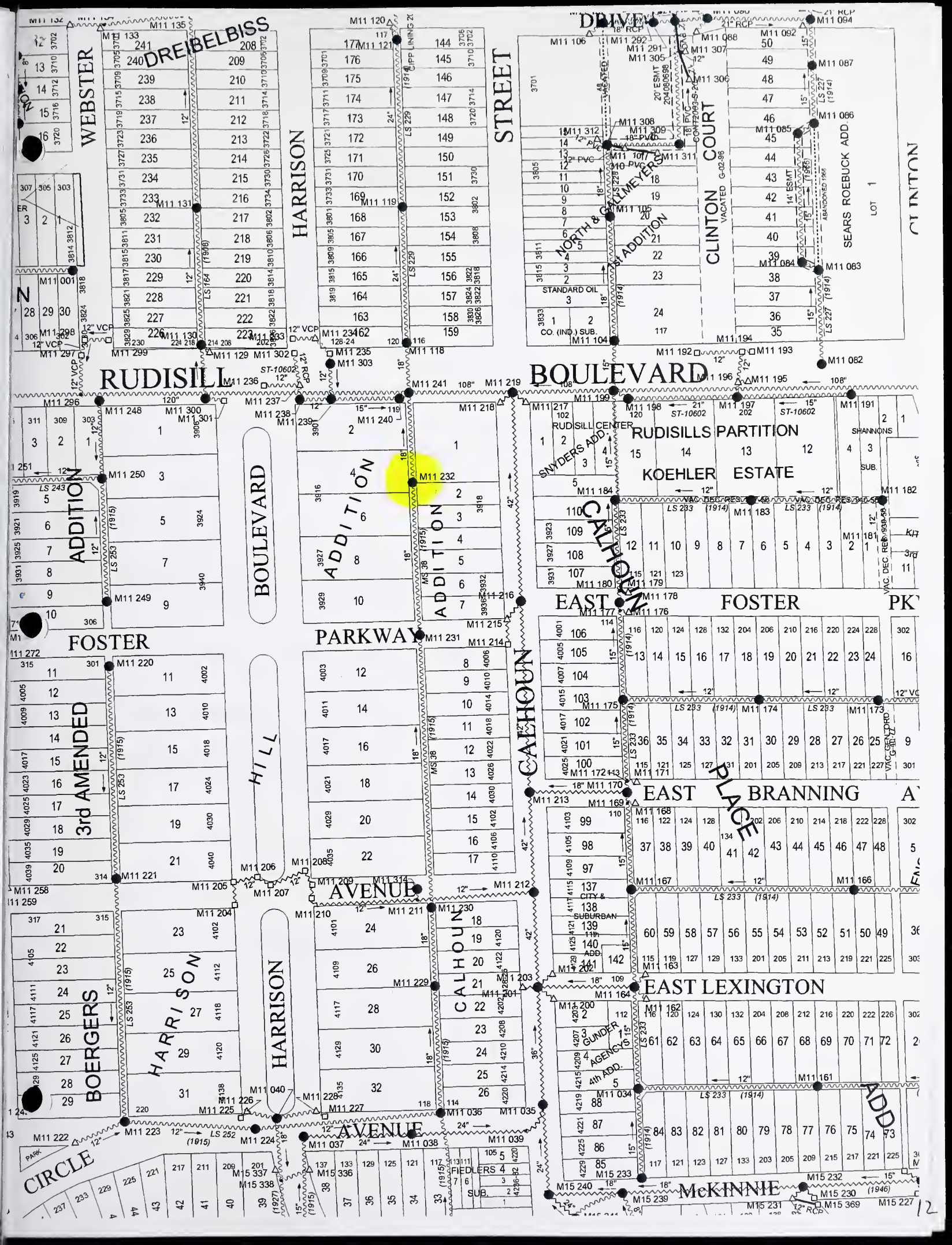
LUMP SUM **$**_____

The emergency repair work shall begin within 1 (one) day from date of obtaining an emergency repair order.

Proposal submitted this _____day of _____, 2008.

FROM_____
Contractor

BY_____


DREIBELBISS
WEBSTER
HARRISON
STREET
DRIVE
CLINTON COURT
VACATED G-02-96
SEARS ROEBUCK ADD.
LOT 1
CLINTON
NORTH & GILLMEYERS 1st ADDITION
STANDARD OIL
CO. (IND.) SUB.
RUDISILL
BOULEVARD
ADDITION
BOULEVARD
PARKWAY
RUDISILL CENTER
SNYDERS ADD.
RUDISILLS PARTITION
KOEHLER ESTATE
SHANNONS
SUB.
CALHOUN
EAST
FOSTER
PKY
3rd AMENDED
HILL
CALHOUN
PLACE
EAST BRANNING
AVENUE
HARRISON
BOERGERS
CALHOUN
EAST LEXINGTON
GUNDER AGENCY'S 4th ADD.
ADD
AVENUE
CIRCLE
FIEDLERS SUB.
McKINNIE

EMERGENCY RESOLUTION NUMBER #95-2-20-08-1
3919 SOUTH HARRISON

WHEREAS, an existing 18" VCP combination sewer line has collapsed in the alley behind 3919 South Harrison and;

WHEREAS, said collapse could not reasonably be foreseen and requires immediate action, and;

WHEREAS, repair of the 18" combination sewer line is beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, T&E Excavating, Liberty Construction, Bercot Construction, Scheidleman Excavating and Allstar Excavating, were invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

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APPROVED this 20th day of February ,2008.

BOARD OF PUBLIC WORKS

By Regina A. Kostoff
Regina Kostoff, Chair

By _____
Kumar Menon, Member

By John Suarez
John Suarez, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

3919 SOUTH HARRISON STREET
COMBINATION SEWER EMERGENCY REPAIR SPECIFICATIONS

SCOPE OF WORK:

This emergency repair shall consist of the following bid:

ITEM NO. 1

Replacement of plus or minus 8ft of 18" vcp combination sewer and the brick manhole with a precast concrete manhole in the alley east of 3919 South Harrison St.next to the CVS and at least one 6" tap . The tap is 6ft north of the brick manhole. The overall depth of the repair will be approximately 25ft.

CONDITIONS OF WORK:

The contractor awarded the emergency repairs shall be required to provide and comply with the following items:

1. City of Fort Wayne Department of Water Resources, Development Criteria/Standards Manual
2. Contractor shall be responsible for and shall be required to comply with all Local, State and Federal Regulations regarding safety procedures, O.S.H.A. requirements and in particular open construction trench protection and confined space entry.
3. Contractor shall be required and responsible for placing and maintaining temporary barricades.
4. Contractor needs to comply with all E.B.E. requirements through City of Fort Wayne Compliance Office.
5. Contractor shall be responsible for dealing with whatever ground condition exists at the time of construction.
6. Contractor shall be responsible to protect, replace, and or repair all existing utilities in the emergency repair site.
7. Contractor is to submit Monthly Report and Manpower Summary to the City Compliance Office, Room #420.
8. Contractor shall be required to obtain and adhere to any and all required permits, including a right of way cut permit and a street barricade permit.

The Contractor is responsible to determine if the temporary removal, relocation, support or bracing of existing items, such as street and traffic signs, power poles, posts, fences, rock gardens, light posts, shrubs, bushes, guard rail, etc., is necessary. Should temporary removal or relocation be necessary, the Contractor shall be responsible to replace or reinstall said items at their original location or at locations designated by the property owners and the Contractor shall restore them to their original or better condition, at no extra cost.

3919 SOUTH HARRISON STREET.
COMBINATION SEWER EMERGENCY REPAIRS

BASE BID:
ITEM NO. 1 All costs to complete all work to replace plus or minus 8ft of 18" combination sewer line.

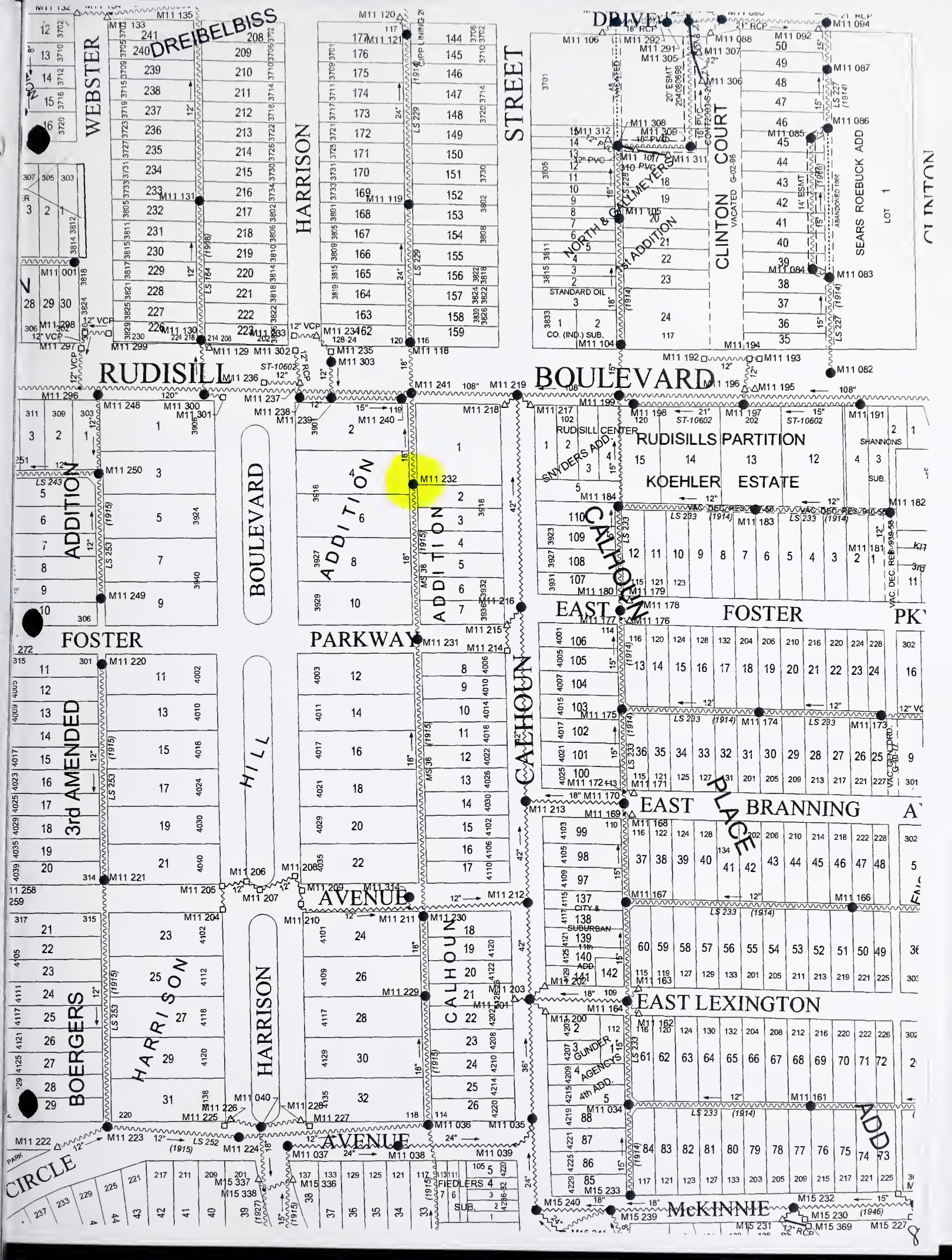
LUMP SUM **$**_____

The emergency repair work shall begin within 1 (one) day from date of obtaining an emergency repair order.

Proposal submitted this _____day of _____, 2008.

FROM_____
Contractor

BY_____


WEBSTER
DREIBELBISS
HARRISON
STREET
DRIVE
CLINTON COURT
VACATED G-02-96
SEARS ROEBUCK ADD.
LOT 1
CLINTON
NORTH & GILLMEYERS 1st ADDITION
STANDARD OIL
CO. (IND.) SUB.
RUDISILL
BOULEVARD
ADDITION
FOSTER
PARKWAY
CALHOUN
RUDISILL CENTER
SNYDERS ADD.
RUDISILLS PARTITION
KOEHLER ESTATE
SHANNONS SUB.
VAC. DEC. RES. 940-58
EAST FOSTER PKY
3rd AMENDED
HILL
EAST BRANNING PLACE
AVENUE
BOERGERS
HARRISON
EAST LEXINGTON
GUNDER AGENCYS 4th ADD.
CIRCLE
FIEDLERS 4 SUB.
McKINNIE
ADD

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: February 27, 2008

RE: 2006 Fort Wayne Municipal Building Corp - Public Safety Academy

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $42,623.55 to be paid from the proceeds of the 2006 FWMBC - Public Safety Academy which are held in an escrow at U.S. Bank Corporate Trust Services/LaSalle Bank.

Verizon North	Req #36	1,337.22
Diskey Architectural Signage	Req #36	2,575.00
Schenkel Shultz	Req #36	4,049.21
NIPSCO	Req #36	10,681.97
I&M	Req #36	11,943.44
Sturtz Public Mgmt Group, LLC	Req #36	5,617.50
Koorsen Fire & Security	Req #36	6,021.58
A. Hattersley and Sons, Inc.	Req #36	349.63
Moss Building Products	Req #36	48.00
	Total for Requests	**$ 42,623.55**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

February 27, 2008
Date

ADJUSTMENT OF AREA CONNECTION FEES AND WATER AVAILABILITY FEES FOR YEAR 2008 BASED ON CONSUMER PRICE INDEX

RESOLUTION NO. 95-2-27-08-1

WHEREAS, the following sanitary sewer service areas and associated area connection fees have been established by the Board of Public Works through various resolutions and are in effect until February 29, 2008;

Becketts Run	$2,443 per ERU
Deer Track	$5,000 per ERU
Hawthorn East	$2,491 per ERU
Hawthorn West	$2,862 per ERU
Junk Ditch	$ 588 per ERU
Neuhaus Interceptor A1	$1,099 per ERU
North Maumee	$2,066 per ERU
South Maumee	$ 380 per ERU
Notestine Corridor	$1,802 per ERU
Parkerdale	$ 779 per ERU
Rothman	$2,692 per ERU
Saint Joseph	$ 588 per ERU
Saint Mary's	$ 532 per ERU
Shed AB	$1,122 per ERU
Shed C	$1,392 per ERU
Southtown Area	$2,387 per ERU
Southwest	$ 750 per ERU
Spy Run	$ 588 per ERU
Tiernan B	$ 926 per ERU
Upper Becketts Run	$3,131 per ERU
Upper Saint Joseph	$1,272 per ERU
Upper Spy Run	$ 980 per ERU

and,

WHEREAS, the following water service areas and associated water availability fees have been established by the Board of Public Works through various resolutions and are in effect until February 29, 2008;

Thomas Road/Bass Road	$112 per ERU
Till Road Area	$530 per ERU
Wheelock Road Corridor Area	$113 per ERU

and,

WHEREAS, the resolutions establishing said sanitary sewer service areas and area connection fees and said water service areas and water availability fees provided for the adjustment of said fees to reflect

inflationary increases based on the Consumer Price Index as published by the Department of Labor for the previous year; and

WHEREAS, per the United States Department of Labor, the Consumer Price Index for All Urban Consumers for Year 2007 is **2.8 percent**;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS THAT:

1. The area connection fees for the sanitary sewer service areas identified below shall be set forth as follows from March 1, 2008 to February 28, 2009 based on the Consumer Price Index adjustment:

Becketts Run	$2,511 per ERU
Deer Track	$5,140 per ERU
Hawthorn East	$2,561 per ERU
Hawthorn West	$2,942 per ERU
Junk Ditch	$ 604 per ERU
Neuhaus Interceptor A1	$1,130 per ERU
North Maumee	$2,124 per ERU
South Maumee	$ 391 per ERU
Notestine Corridor	$1,852 per ERU
Parkerdale	$ 801 per ERU
Rothman	$2,767 per ERU
Saint Joseph	$ 604 per ERU
Saint Mary's	$ 547 per ERU
Shed AB	$1,153 per ERU
Shed C	$1,431 per ERU
Southtown Area	$2,454 per ERU
Southwest	$ 771 per ERU
Spy Run	$ 604 per ERU
Tiernan B	$ 952 per ERU
Upper Becketts Run	$3,219 per ERU
Upper Saint Joseph	$1,308 per ERU
Upper Spy Run	$ 1,007 per ERU

2. The water availability fees for the water service areas identified below shall be set forth as follows from March 1, 2008 to February 28, 2009 based on the Consumer Price Index adjustment:

Thomas Road/Bass Road	$115 per ERU
Till Road Area	$545 per ERU
Wheelock Road Corridor Area	$116 per ERU

PASSED THIS 27th DAY OF February, 2008.

BOARD OF PUBLIC WORKS

By: _____
Regina A. Kostoff, Chair

By: _____
John Suarez, Member

By: _____
Kumar Menon, Member

ATTEST: _____
Marilyn Huth, Clerk

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: February 25, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utility vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments totaling **$ 157,298.00.** These payments will be paid with the 2006 Waterworks State Revolving Fund loan. These expenses are for construction at the 3RFP North Pump Building and the St. Joe Dam Pump Station Projects.

Draw #63	City Utilities – Ft. Wayne Municipal Waterworks (reimbursement)	$ 36,994.00
Draw #64	Black & Veatch Corp.	31,495.00
Draw #65	S & S directional Boring	81,858.00
Draw #66	HNTB Corp.	6,951.00
Total SRF Payments		**$157,298.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

March 5 2008
Date

STREET LIGHT RESOLUTION

NUMBER 317-08

ABOITE INTERSECTIONS 2008 PHASE 2

STREET LIGHT IMPROVEMENT

The Board of Public Works of the City of Fort Wayne, Indiana, hereby deems it necessary to install an underground street light system in INDIAN RESERVE ADDITION; WINTERFIELD ADDITION; HEATHER RIDGE ADDITION; COVINGTON KNOLLS ESTSTAES; and 10800 HOMESTEAD HILLS DRIVE, in accordance with the plans and specifications on file in the office of the Board of Works of the city of Fort Wayne, Indiana, and such lighting is now ordered. This improvement is ordered pursuant to the applicable Indiana Statutes.

This project is funded with 2008 CEDIT ANNEXATION Funds. All proceedings and any work done in the said lighting assessment of property and collections of assessments shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

BOARD OF PUBLIC WORKS

Regina A. Kostoff – Chair

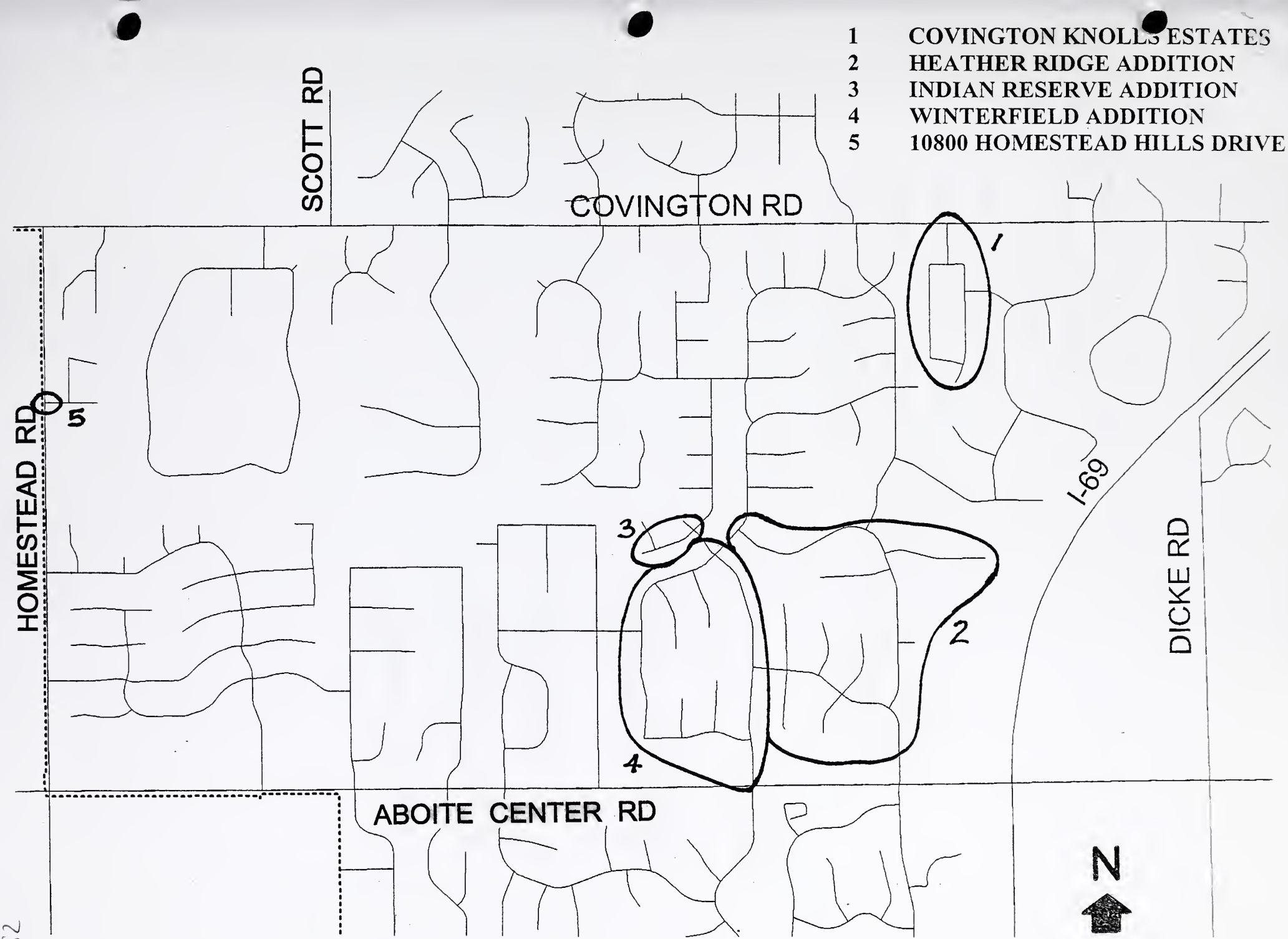
John Suarez – Member

Kumar Menon -Member

ATTEST:

Marilyn Huth – Clerk

Dated this 5 day of March, 2008


1 COVINGTON KNOLLS ESTATES
2 HEATHER RIDGE ADDITION
3 INDIAN RESERVE ADDITION
4 WINTERFIELD ADDITION
5 10800 HOMESTEAD HILLS DRIVE
SCOTT RD
COVINGTON RD
HOMESTEAD RD
I-69
DICKE RD
ABOITE CENTER RD
N

52

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: March 19, 2008

RE: 2006 Financial System Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $2,905.44 to be paid from the proceeds of the 2006 Financial System Lease which are held in an escrow account at Wells Fargo Corporate Trust Services.

Tyler Technologies	PR #18	2,905.44
	Total for Payment Requests	**$ 2,905.44**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

March 19, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: March 19, 2008

RE: 2006 Fire Truck Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $1,690.00 to be paid from the proceeds of the 2006 Fire Truck Lease Financing which are held in an escrow at JP Morgan Trust Company.

Paint the Town Graphics	Req #15	1,690.00
	Total for Request	**$ 1,690.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

March 19, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: March 19, 2008

RE: 2007 Street Equipment Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $3,531.00 to be paid from the proceeds of the 2007 Street Equipment Lease Financing which are held in an escrow at Suntrust Bank.

Payment Request #7

WA Jones Truck Bodies & Equipment	3,531.00
Total for Payment Requests	**$ 3,531.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

March 19, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: March 19, 2008

RE: 2007 PSAC Furniture Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $170,874.83 to be paid from the proceeds of the 2007 PSAC Furniture Lease Financing which are held in an escrow at JP Morgan Trust Company.

Perry Corporation	PR #14	4,320.00
DELL Marketing LP	PR #14	14,042.65
LA Electric	PR #14	8,921.00
NETech Corporation	PR #14	143,591.18
	Total for Payment Requests	**$ 170,874.83**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

March 19, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: March 19, 2008

RE: 2007 PSAC Furniture Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $67,794.00 to be paid from the proceeds of the 2007 PSAC Furniture Lease Financing which are held in an escrow at JP Morgan Trust Company.

Patriot Range Technologies	PR #15	67,794.00
	Total for Payment Requests	**$ 67,794.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

March 19, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: March 10, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payment with the City Utility vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payment of **$ 95,418.00.** This payment will be paid with the 2006 Waterworks State Revolving Fund loan. This expense is for construction of the Bellmont Addition water main replacement.

Draw #78	S & S Directional Boring	$ 95,418.00
Total SRF Payment		**$ 95,418.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

March 19, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: March 11 2008

RE: SRF (STATE REVOLVING FUNDS) – **2005 Sewer Works**

Please include the following sewer SRF payments with the City Utility vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$ 146,910.00.** These payments will be made using the 2005 sewer State Revolving Funds. These expenses are for the WPCP Primary Clarifiers project - W.O. 74742 and the WPCP Dechlorination project – W.O. 75003.

Draw #168	CH2M Hill.	$ 90,200.00
Draw #169	DLZ Indiana	12,155.00
Draw #170 & #171	Donohue & Assoc.	44,555.00
	Total SRF Payments	**$ 146,910.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

March 19, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: March 3, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utility vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments totaling **$ 1,119,325.00.** These payments will be paid with the 2006 Waterworks State Revolving Fund loan. These expenses are for construction at the 3RFP North Pump Building, the St. Joe Dam Pump Station, the Filter Valve Project and the West Reservoir Design Improvement Project.

Draw #67, 68, 71, 72, 74	CH2M Hill	$ 65,129.00
Draw #69, 77	Donohue & Assoc.	28,022.00
Draw #70	Hagerman Construction & Tower Bank	378,334.00
Draw #73, 75, 76	Weigand Construction & Star Financial Bank	647,840.00
Total SRF Payments		**$1,119,325.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

March 19, 2008
Date

SOUTHTOWN CENTRE STORMWATER IMPROVEMENTS, PHASE II
RESOLUTION NO. 2063-2007

WHEREAS, chronic stormwater drainage problems exist in the Southtown Centre Development in the City of Fort Wayne, Indiana, which drainage problems have been determined by the Development Services Office to be a public problem for which a repair is warranted; and

WHEREAS, Development Services has caused to be prepared plans for drainage improvements to the drainage system, which plans include stream restoration, construction of a stormwater detention basin, replacement of two culverts, and construction of a stormwater basin weir ("Project"); and

WHEREAS, the estimated cost of the proposed improvements ranges from a base of $157,000 to $555,000 depending on alternatives, which costs shall be paid entirely from funds of the Fort Wayne Stormwater Utility; and

WHEREAS, no new property will be acquired for the project; and

WHEREAS, said improvements including all appurtenances thereto shall be constructed in accordance with the final approved plans and specifications for the Project.

NOW, THEREFORE, the City of Fort Wayne Board of Stormwater Management hereby declares that:

1. The Southtown Centre Stormwater Improvements, Phase II, project are necessary for the protection of public health and welfare, and the safeguarding of property within the area.
2. The estimated cost of the Project ranges from a base of $157,000 to $555,000 depending on alternatives, which costs shall be paid entirely from funds of the Fort Wayne Stormwater Utility.
3. The Southtown Centre Stormwater Improvements, Phase II, project is approved for bid advertising pursuant to the final approved plans for said Project.

Adopted, this 19 day of March, 2008.

BOARD OF STORMWATER MANAGEMENT

Robert P. Kennedy, Chairman

John Suarez, Member

Matthew A. Wirtz, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

RESOLUTION NO. 1912-2007
GILFORD DRIVE STORM DRAIGANE IMPROVEMENTS

WHEREAS, a chronic stormwater drainage problem exists at the intersection of Gilford Drive and Bluffton Road in the City of Fort Wayne, Indiana; and

WHEREAS, Water Resources determined that this is a public problem and a repair is warranted; and

WHEREAS, Water Resources has developed an improvement plan to repair the stormwater drainage problem; and

WHEREAS, the improvement involves the installation of 90 LF of 12" RCP, 2-Manholes, 2-Inlet structures, and all required finished grading, seeding and pavement restoration; and

WHEREAS, Water Resources Dept. invited three (3) Contractors to submit invitational bids for said improvements.

WHEREAS, Water Resources Dept. and has received said invitational bids for said improvements as follow:

Bercot, Inc.	**$ 29, 786.00**
Crosby Excavating, Inc.	**$ (No Bid Submitted)**
Land Construction Corp.	**$ 29,520.00**
Engineer's Estimate	$ 30,030.00

NOW, THEREFORE, the Board of Stormwater Management hereby declares a drainage improvement is necessary and requests the Purchasing Department to issue a Purchase Order to **Land Construction Corp.** in the amount of **$ 29,520.00**.

Adopted, this 19th day of March, 2008.

BOARD OF STORMWATER MANAGEMENT

Robert P. Kennedy,
Chairman

John Suarez,
Member

Matthew A. Wirtz,
Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

IMPROVEMENT RESOLUTION NO. 7172-08

CLINTON STREET MEDIAN
WORK ORDER NO. 12029

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: MEDIAN ALONG CLINTON STREET FROM LIMA ROAD TO EDGEWOOD DRIVE. THIS IMPROVEMENT WILL INCLUDE REMOVING THE DETERIORATING CONCRETE AND ASPHALT MEDIAN AND REPLACING WITH NEW CONCRETE, TOPSOIL AND MULCHED SEEDING RESTORATION

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 19th day of March, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Clinton Street Median
DATE: 2/27/2008

RES. NO.: 7172-08
W.O. NO.: 12029

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Removal of Concrete Pavement	45	SY	5.50	247.50
2	4' Concrete Center Curb Type "A"	325	LF	50.00	16250.00
3	Removal of Concrete Center Curb (Median)	380	LF	4.00	1520.00
4	Removal of Concrete Curb	345	LF	4.00	1380.00
5	Concrete Curb Type II-A (Includes Asph. Patching)	115	LF	10.00	1150.00
6	Bituminous Base #5 for Deep Strength Patching	27	TON	45.00	1215.00
7	Concrete Curb Type III - 8" exposure (Includes Asph. Patching)	930	LF	20.00	18600.00
8	Type "III" Barricade	4	EA	80.00	320.00
9	Arrow Board	21	DAYS	65.00	1365.00
10	Mobilization & Demobilization	1	LS	4000.00	4000.00
11	Maintenance of Traffic	1	LS	3000.00	3000.00
12	Type "O" Compacted Aggregate for Base, No. 53 (Undistributed)	55	TON	12.00	660.00
13	Common Excavation (Includes Asph. Islands, asph. curbs and all soils and subbase)	283	CY	10.00	2830.00
14	Type "A" Signs (Road Construction Ahead)	4	EA	50.00	200.00
15	Type "A" Signs (Left Lane Closed Ahead)	1	EA	50.00	50.00
16	Type "A" Signs (Lane Transition Sign)	1	EA	50.00	50.00
17	Topsoil	1432	TON	13.00	18616.00
18	Hydroseeding, with Tack Additive, for Erosion and Sediment Control (Additive to be FINN Additve Sytem "E-Tack" or "Hydrostik" or approved equal)	849	SY	3.50	2971.50
19	Cement Concrete Pavement, Plain (9") (Including "J" type Bolts)	18	SY	35.00	630.00
20	Inlet Protection Devices for Stormwater and Erosion Control ("Sediguard" Inlet Protection Device or Approved Equal)	2	EA	150.00	300.00

SUB-TOTAL:	75355.00
E&I @25%	18838.75
TOTAL:	**94193.75**

IMPROVEMENT RESOLUTION NO. 7178-08

SURFACE MILLING FOR STREET DEPARTMENT
WORK ORDER NO. 12066

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: BY THE MILLING OF ASPHALT TO A SPECIFIED DEPTH TO ACCEPT NEW ASPHALT PAVEMENT TO BE PLACED BY CITY OF FORT WAYNE STREET DEPARTMENT.

COOMBS STREET: COOMB STREET BRIDGE TO WAYNE STREET
DARROW AVENUE: CALHOUN STREET TO HOAGLAND AVENUE
WILLIAMS STREET: HARRISON STREET TO LAFAYETTE STREET
MASTERSON AVENUE: CALHOUN STREET TO LAFAYETTE STREET
HANNA STREET: MCKINNIE AVENUE TO PETTIT AVENUE
CALHOUN STREET: BAKER STREET TO GRAND STREET
DOMINION DRIVE: COUNTESS DRIVE TO MONARCH DRIVE
BROADWAY: PENN CENTRAL R/R TO TAYLOR STREET
WEBSTER STREET: DARROW AVENUE TO OAKDALE DRIVE
RANDALLIA DRIVE: LAKE AVENUE TO STATE BOULEVARD
SAGINAW DRIVE: HAWTHORN ROAD TO S. WASHINGTON BOULEVARD
CLAY STREET: COLUMBIA STREET TO JEFFERSON BOULEVARD

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 19th day of March, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth

Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: STREET DEPT - ASPHALT MILLING **RES. NO.: 7178-08**
DATE: 3-7-08 **W.O. NO.: 12066**
BID DATE:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	SURFACE MILLING, ASPHALT	64,412	SY	$1.50	$96,618.00
2.	MOBILIZATION AND DEMOBILIZATION	1	LS	$3,600.00	$3,600.00
3.	MAINTENANCE OF TRAFFIC	1	LS	$3,300.00	$3,300.00
4.	CONSTRUCTION SIGNS TYPE "A" WITH CONSTRUCTION WARNING LIGHT TYPE "A"	30	EA	$45.00	$1,350.00

SUB-TOTAL: $104,868.00
E&I @16% $16,778.88

TOTAL: $121,646.88

GENERAL CIPP 2008
RESOLUTION NO. 1996-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies, and equipment required to perform repairs to damaged sewer pipe throughout the city by means of Cured-in-Place Pipe (CIPP) lining as indicated in the project documents and drawings.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **General CIPP 2008.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is **$ 1,987,680.00**.

APPROVED THIS 19th DAY OF March, 2008.

BOARD OF PUBLIC WORKS

BY: Regina A. Kostoff
Regina A. Kostoff, Chair

BY:
Kumar Menon, Member

BY: _____
John Suarez, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

AWARD: Resolution #95-2-13-08-1, 2008 Police/Passenger Vehicle Street Heavy & Equipment Lease Financing to Chase Equipment Leasing in the amount of $5,150,000.00.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Date: March 19, 2008

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

2008 Police/Passenger Vehicle/Street, Heavy and Equipment Lease Financing

Principal Amount: $ 5,150,000

SEMI-ANNUAL PAYMENTS

	BID BOND INCL	INT RATE	RATE EXPIR	CARRYING CHARGES 3/21/08-8/15/08	# OF PYMTS	STATED SEMI-ANNUAL PAYMENT	CALCULATED TOTAL PAYMENTS	STATED TOTAL PAYMENTS	TOTAL PYMTS INCL CARYNG CHRGS	TOTAL COST OF FINANCING	
Chase Equipment Leasing	YES	2.8095%	4/30/2008	$0.00	10	$554,082.46	$5,540,824.60	$5,540,824.60	$5,540,824.60	$390,824.60	Lessors cost of funds
SunTrust Equipment Finance & Leasing	YES	2.957%	3/21/2008	$0.00	10	$556,174.76	$5,561,747.60	$5,561,747.60	$5,561,747.60	$411,747.60	
National City	YES	3.574%	3/21/2008	$0.00	10	$565,026.35	$5,650,263.50	$5,650,263.50	$5,650,263.50	$500,263.50	

Equipment:

74 Pol	Police Cruisers	64 Marked, 10 Unmarked incl equip	2,565,634	Police	14 RFP's Sent Out
Pol	Mobile Data Terminals		391,968	Police	3 Responses
2 Pol	All Wheel Drive Van		48,600	Police	
Pol	4 x 4 SUV's		29,000	Police	
6 Pol	4 x 2 SUV's		118,950	Police	
Pol	Full Size Pick up		30,000	Police	
2 Pol	Undercover vehicles		37,800	Police	
Pol	Handi Talkies		126,022	Police	
Pol	AVL		226,517	Police	
2 AC	Cargo Vans w/equipment		65,000	Animal Control	
Fire	Mobile Data Terminals		50,000	Fire	
3 Fire	Sedans		75,000	Fire	
2 Fire	Van		53,500	Fire	
PC	Pick Up Truck		28,000	Parking Control	
Flood	S10 Pickup		20,000	Flood	
3 NCED	Sedans		47,205	NCED	
3 Fleet	Sedans		63,750	Fleet	
St Lght	Pick Up Truck		32,000	Street Lighting	
Trans	Ford Escape Hybrid		26,000	Transportation Admin	
2 Trans	4 x 2 Pick Ups		36,500	Transportation Admin	
2 Traff	Ford Escape Hybrids		62,500	Traffic Engineering	
Solid Waste	4 x 4 Pick Up		30,000	Solid Waste	
Street	Ford F250 4 x 4 Pick Up		25,000	Street	
Street	Tandem Axle Truck		170,000	Street	
4 Street	Heavy Duty Trucks		320,000	Street	
Street	Street Sweeper		120,000	Street	
Street	Single Axle Truck		125,000	Street	
Street	Leaf Vac		40,000	Street	
Street	Skid Loader		80,000	Street	
Street	Roller		40,000	Street	
	Contingency		66,054	$ 5,150,000	

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: March 20, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payment with the City Utility vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payment of **$ 27,994.00.** This payment will be paid with the 2006 Waterworks State Revolving Fund loan. This expense is for the 3RFP West Reservoir Disinfection Improvement.

Draw #79	Black & Veatch Corp.	$ 27,994.00
Total SRF Payment		**$ 27,994.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

March 26, 2008
Date

IMPROVEMENT RESOLUTION NO. 7181-08

PUBLIC SIDEWALK CURB RAMPS PACKAGE A-2008
WORK ORDER NO. 12069

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: THE FOLLOWING INTERSECTIONS WITH ADA CONCRETE WINGWALKS & RAMPS:

1ST DISTRICT:

	Reed and Fairlawn Pass
	Hawksnest Trail and Mystic Place
Arlington Park Association:	Arlington Park Blvd. and Collbran
	Arlington Park Blvd. and Fawncrest Place
	Westminster Dr. and Oak Creek Dr
	Hartford Dr. and Frontier Dr.
	Greenwich Ct. and Potomac Dr.
	Sagimore Ct. and Potomac Dr.
	Quincy Ct. and Potomac Dr.
	Litchfield Rd. and Star Pine Way
	Chiswell Run and Star Pine Way
	Litchfield Rd. and Gateview Dr.
	Litchfield Rd. and Crystal Ridge Cove
	Litchfield Rd. and Wood Manor Dr.

3RD DISTRICT:

Hickory Hill Association:	Hickory Knoll Blvd. and Upland Ridge Dr.
	Stoneridge Ct. and Upland Ridge Dr.
	Dartford Ct. and Upland Ridge Dr.
	Wyndmoor Dr. and Sunturn Dr.
	Stoneridge Ct. and Cedar Ridge Ct.
Lima Valley Association:	Lima Valley Dr. and Northbury Dr.
	Northbury Dr. and Northbury Ct.
	Foxboro Dr. and Rummel Ave.
	Foxboro Dr. and Calera Dr.
	Calera Dr. and Calera Ct.
	Whittier Ct. and Lima Valley Dr.
	Charnell Ct. and Lima Valley Dr.
	Pepperwood Ct. and Lima Valley Dr.
Hickory Glen Association:	Upland Ridge and Hickory Glen Trail
	Washington Center Rd. and Stony Run Creek

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 26th day of March, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Public Sidewalk Curb Ramp A-2008

RES. NO.:7181-08

DATE: 3-20-08

W.O. NO.: 12069

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete	1460	SY	6.00	8760.00
2.	Removal of Concrete Pavement	610	SY	6.00	3660.00
3.	Removal of Curb	367	LF	5.00	1835.00
4.	Concrete Sidewalk (4")	695	SY	22.00	15290.00
5.	Concrete Wingwalk & Ramps (6")	715	SY	40.00	28600.00
6.	Concrete Curb Type I-B	367	LF	15.00	5505.00
7.	Concrete Curb Type II-B	80	LF	15.00	1200.00
8.	Concrete Curb-Back of Curb Ramps (Undistributed)	380	LF	10.00	3800.00
9.	Cement Concrete Pavement, Plain (6") Includes I-A Curb and J-bolts	600	SY	25.00	15000.00
10.	Concrete Pavement for Commercial Drive (8")	10	SY	35.00	350.00
11.	Casting Type-C Furnished & Adjusted to Grade	9	EA	450.00	4050.00
12.	Casting Type-F Furnished & Adjusted to Grade	1	EA	450.00	450.00
13.	Castings Adjusted to Grade	24	EA	150.00	3600.00
14.	Water Valves (Valve-Box) Adjusted to Grade	3	EA	50.00	150.00
15.	Bed Course Material	250	TN	15.00	3750.00
16.	Type "O" Compacted Aggregate for Base, No. 53	100	TN	15.00	1500.00
17.	Asphalt / Concrete Pavement Patching (Reed and Fairlawn only)	20	SY	25.00	500.00
18.	Top Soil	100	TN	15.00	1500.00
19.	12" Ductile Iron Pipe	30	LF	40.00	1200.00
20.	Remove / Relocate Street Light Pole (Less than !0')	5	EA	400.00	2000.00
21.	Hydroseeding with Hydrostik or equivalent for Erosion Control	300	SY	2.00	600.00
22.	Sediguard Inlet Protection Device or equal w / Curbguard for sediment control	41	EA	70.00	2870.00
23.	Construction Sign, A	20	EA	50.00	1000.00
24.	Standard Barricade, Type III - B	4	EA	100.00	400.00
25.	Flashing Arrow, Sign	3	EA	80.00	240.00
26.	Maintenance of Traffic	1	LS	4000.00	4000.00
27.	Mobilization / Demobilization	1	LS	5000.00	5000.00

SUB-TOTAL: 116810.00

E&I @25% 29202.50

TOTAL: $146,012.50

Revised: 02-13-04

IMPROVEMENT RESOLUTION NO. 7179-08

RESURFACING PKG B - 2008
WORK ORDER NO. 12033

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

RESURFACING DISTRICTS 1, 2 & 3:
GLENROSE DR FROM 5323 GLENROSE DR TO AMULET DR
MAXIM DR FROM GLENROSE DR TO DAMASK DR
DAMASK DR FROM MAXIM DR TO AMULET DR
MEIJER DR FROM STELLHORN RD / HWY 37 TO ST JOSEPH CENTER RD
DRAKES BAY RUN FROM ST JOSEPH CENTER RD TO 6615 DRAKES BAY RUN
SKIPJACK COVE FROM DRAKES BAY RUN TO CUL - DE - SAC
SUGAR MILL DR FROM DRAKES BAY RUN TO 9505 SUGAR MILLDR
STOWAWAY COVE FROM DRAKES BAY RUN TO END OF CUL - DE - SAC
STOWAWAY COVE FROM DRAKES BAY RUN TO END OF CUL - DE - SAC
FAIRLAWN PASS FROM GLENCAIRN TO REED RD
5200 MONARCH DR FROM BRIDGE PATH REPAIR TO BRIDGE PATH REPAIR
WALLEN LANE FROM WALLEN LANE TO SOUTH ONLY CUL-DE-SAC
TENNESSEE AVE FROM ST JOSEPH BLVD TO CALIFORNIA AVE
SWIFT RUN FROM RIVEROAK DR TO CLIFFWOOD LANE
RIVEROAK DR FROM LEO RD TO 150' S. OF TIMBERWOOD
TIMBERWOOD CT FROM RIVEROAK DR TO CUL - DE - SAC
ROCKBROOK CT. FROM RIVEROAK DR TO CUL - DE - SAC
BLUFFVIEW CT FROM RIVEROAK DR TO CUL - DE - SAC
BLACK OAK CT FROM RIVEROAK DR TO CUL - DE - SAC
NORTH HAVEN CT FROM SWIFT RUN TO CUL - DE - SAC
MEADOW STREAM FROM SWIFT RUN TO CUL - DE - SAC
HUNTERS KNOLL RUN FROM WALLEN RD TO WATER MEADE PLACE
FOX ORCHARD RUN FROM MEDALLION RUN TO 150' TO THE EAST
CLINTON ST FROM LIVINGSTON AVE TO PENN AVE
LAKE AVE FROM ANTHONY BLVD. TO TECUMSEH ST
TENDALL COURT FROM VALDOSTA DR TO SOUTH TO CUL-DE-SAC
EASTON TRAIL FROM BRIDGEWATER DR TO EAST TO CUL-DE-SAC
FOX CHASE FROM FOX CHASE ADD TO FOX CHASE DECELERATION
EMERSON AVE FROM TYLER AVE TO NORTH HIGHLANDS BLVD
EMERSON AVE FROM NORTH HIGHLANDS BLVD TO FAIRHILL RD
ROSEMONT DR FROM NORTH HIGHLANDS BLVD TO EDITH AVE
PUTNAM ST FROM JESSIE AVE TO POINSETTE DR
SIXTH ST FROM WELL ST TO HARRISON ST
WOLVERTON DR FROM SHARON DR TO RODENBECK DR
STONEFIELD DR FROM LUDWIG DR TO 6320 STONEFIELD DR
WAYFIELD DR FROM STONEFIELD DR TO WEST END OF CUL - DE - SAC
PLAINFIELD DR FROM STONEFIELD DR TO WEST END OF CUL - DE - SAC
PLAINFIELD DR FROM STONEFIELD DR TO EAST END OF CUL - DE - SAC
COPPERFIELD DR FROM STONEFIELD DR TO WEST END OF CUL - DE - SAC

COPPERFIELD DR FROM STONEFIELD DR TO WEST END OF CUL - DE - SAC
FOXGROVE AVE FROM YELLOWSTONE DR TO 6005 BLACKSTONE DR
TRANSPORTATION DR FROM HUGUENARD RD TO DISCOUNT DR
DISCOUNT DR FROM TRANSPORTATION DR TO MERCHANT RD
NORTH OAK BLVD FROM WASHINGTON CENTER RD TO CEDAR RUN
1100 WELLS ST FROM WHERE CONCRETE STOPS TO PASS R/R TRACKS
INLAND TRAIL FROM 150' N OF CHANNEL CT TO RAPIDS WAY
STONECREEK TRAIL FROM RAPIDS WAY TO CHANNEL PLACE
CHANNEL PLACE FROM STONECREEK TRAIL TO INLAND TRAIL
COUNTRYVIEW DR FROM GLOUCHESTER DR TO EAST END OF CUL - DE - SAC
CUL-DE-SAC ISLAND REMOVAL AT THE END OF EASTON TRAIL

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 26th day of March, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Resurfacing PKG - B 2008
District 1 , 2 & 3
DATE: 3/24/08

RES. NO.: 7179-08

W.O. NO.: 12033

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	SURFACE MILLING, BITUMINOUS	121736	SY	1.05	127822.80
2.	BITUMINOUS MATERIAL FOR TACK COAT	43	TON	200.00	8600.00
3.	BITUMINOUS BINDER NO 11, H.M.A.	4160	TON	45.00	187200.00
4.	BITUMINOUS BINDER NO 9, H.M.A.	4970	TON	42.00	208740.00
5.	BITUMINOUS SURFACE NO 12, H.M.A.	6515	TON	53.00	345295.00
6.	BITUMINOUS MIXTURE FOR PATCHING	120	TON	49.00	5880.00
7.	BITUMINOUS MIXTURE FOR APPROACHES FOR SIDE STREETS	100	TON	60.00	6000.00
8.	WATER VALVE (ADJUST TO GRADE) (UNDISTRIBUTED QUANTITY)	42	EA	35.00	1470.00
9.	WATER VALVE (FURNISH AND ADJUST TO GRADE) (UNDISTRIBUTED QUANTITY)	8	EA	75.00	600.00
10.	CASTINGS (ADJUST TO GRADE) (UNDISTRIBUTED QUANTITY)	35	EA	150.00	5250.00
11.	CASTINGS (FURNISH AND ADJUST TO GRADE) (UNDISTRIBUTED QUANTITY)	7	EA	450.00	3150.00
12.	CASTINGS (FURNISH AND ADJUST TO GRADE) TYPE "A" NEENAH # R1772 (UNDISTRIBUTED QUANTITY)	8	EA	450.00	3600.00
13.	CUL-DE-SAC ISLAND REMOVAL	1	LS	2500.00	2500.00
14.	MONARCH DR BRIDGE PATH REPAIR	1	LS	2500.00	2500.00
15.	TRANSVERSE MARKINGS, THERMOPLASTIC, WHITE CROSS WALK LINE, 6"	715	LF	1.60	1144.00
16.	PAVEMENT MARKING, WHITE, THERMOPLASTIC, 24" STOP BAR	187	LF	5.00	935.00
17.	TEMPORARY PAVEMENT MARKING REMOVABLE, YELLOW OR WHITE 4" (4' every 36' Gap)	1380	LF	0.50	690.00
18.	PAVEMENT MARKING PAINT, YELLOW OR WHITE 4"	4535	LF	0.50	2267.50
19.	PAVEMENT MARKING, SOLID WHITE, THERMOPLASTIC, 4" LANE LINE	3000	LF	1.00	3000.00
20.	PAVEMENT MARKING, SOLID YELLOW, CENTERLINE THERMOPLASTIC, 4"	8440	LF	1.00	8440.00
21.	PAVEMENT MARKING, BROKEN WHITE, THERMOPLASTIC, 4" LANE LINE	280	LF	1.00	280.00
22.	PAVEMENT MARKING, BROKEN YELLOW, THERMOPLASTIC, 4" LANE LINE	2215	LF	1.00	2215.00
23.	PAVEMENT MARKING, "ONLY", WHITE, THERMOPLASTIC	26	EA	90.00	2340.00
24.	PAVEMENT MARKING, "LEFT ARROW",WHITE, THERMOPLASTIC	13	EA	70.00	910.00
25.	PAVEMENT MARKING, "RIGHT ARROW",WHITE, THERMOPLASTIC	11	EA	70.00	770.00
26.	PAVEMENT MARKING, "THRU ARROW",WHITE, THERMOPLASTIC	4	EA	70.00	280.00
27.	DETECTOR HOUSING	2	EA	650.00	1300.00
28.	SAW SLOT FOR ROADWAY LOOP AND SEALER	400	LF	12.00	4800.00
29.	SIGNAL LOOP CABLE, ROADWAY LOOP, 1C / 14 GA.	1350	LF	0.85	1147.50
30.	MAINTENANCE OF TRAFFIC	1	LS	25000.00	25000.00
31.	MOBILIZATION AND DEMOBILIZATION	1	LS	40000.00	40000.00

SUB-TOTAL:	1004126.80
E&I @16%	60247.61
TOTAL:	$1,064,374.41

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: April 2, 2008

RE: 2006 Fort Wayne Municipal Building Corp - Public Safety Academy

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $467,538.70 to be paid from the proceeds of the 2006 FWMBC - Public Safety Academy which are held in an escrow at U.S. Bank Corporate Trust Services/LaSalle Bank.

Hagerman, Inc.	Req #37	434,301.77
Schenkel Shultz	Req #37	7,088.83
CL Schust Company Inc.	Req #37	1,152.30
Southtown Center LLC	Req #37	4,651.81
Koorsen Fire & Security	Req #37	2,154.00
Project Management Resources	Req #37	17,679.99
Moss Building Products	Req #37	510.00
	Total for Requests	**$ 467,538.70**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

April 2, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: April 2, 2008

RE: 2007 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $11,699.14 to be paid from the proceeds of the 2007 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #21

Barney's Auto Electric Service	489.68
Tessco	342.46
Gasoline Equipment	10,867.00
Total for Payment Requests	**$ 11,699.14**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

April 2 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: April 2, 2008

RE: 2007 PSAC Furniture Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $365,374.78 to be paid from the proceeds of the 2007 PSAC Furniture Lease Financing which are held in an escrow at JP Morgan Trust Company.

MacAllister Rental	PR #16	3,600.00
Knoll, Inc.	PR #16	20,281.62
Infusion, Inc.	PR #16	107.31
Laser Shot	PR #16	2,646.00
Peter Pepper Products	PR #16	16,832.85
Landscape Forms, Inc.	PR #16	1,115.00
Life Fitness	PR #16	3,585.00
PSI, Inc.	PR #16	5,200.00
Sensory Technologies	PR #16	312,007.00
	Total for Payment Requests	**$ 365,374.78**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

April 2, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: March 25, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payment with the City Utility vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$ 133,248.00.** These payments will be paid with the 2006 Waterworks State Revolving Fund loan. These expenses are for the 3RFP North Pump Station, the St. Joe Pump Station, 3RFP Filter Valve Project, the Lime Sludge Pumping Project and the Lake Ave. water main improvement.

Draw #80, #82 & #83	CH2M Hill Inc.	$ 44,854.00
Draw #81	Donohue & Assoc.	13,956.00
Draw #84	City Utilities – Ft. Wayne Municipal Waterworks	57,594.00
Draw #85	Bonar Group	16,844.00
Total SRF Payments		**$133,248.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

April 2 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: March 31, 2008

RE: SRF (STATE REVOLVING FUNDS) – **2005 Sewer Works**

Please include the following sewer SRF payment with the City Utility vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payment in the amount of **$ 705,704.00.** This payment will be made using the 2005 sewer State Revolving Funds. This expense is for the WPCP Primary Clarifiers project - W.O. 74742.

Draw #173 & #174	Barton Mallow Co.	$ 705,704.00
	Total SRF Payment	**$ 705,704.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

April 2, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: March 27, 2008

RE: SRF (STATE REVOLVING FUNDS) – **2005 Sewer Works**

Please include the following sewer SRF payments with the City Utility vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$ 106,099.00.** These payments will be made using the 2005 sewer State Revolving Funds. These expenses are for the WPCP Primary Clarifiers project - W.O. 74742.

Draw #172	CH2M Hill.	$ 63,099.00
Draw #173	Donohue & Assoc.	43,000.00
	Total SRF Payments	**$ 106,099.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

April 2 2008
Date

AQUA INDIANA CONNECTION:
#11 (UNION CHAPEL/I-69 & #16 (DUPONT/NOTTAWA)
RESOLUTION NO. 2081-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the construction of approximately 305 LF of 12-inch water main, and all other appurtenances and work as necessary for the Aqua Indiana water main connection project.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "AQUA INDIANA CONNECTION: #11 (UNION CHAPEL/I-69) & #16 (DUPONT/NOTTAWA)"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not be acquiring any property with this project.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $65,000.00

Declares this project will not change fees currently paid by property owners in the area.

WHEREAS, Water Resources has received invitational bids for said improvement from the following contractors:

All Star Construction	**$51,460.00**
Earth Construction	**$43,527.50**
Kurtz Excavating	**$46,657.55**

NOW, THEREFORE, the Board of Public Works hereby declares a water infrastructure improvement is necessary and requests the Purchasing Department to issue a Purchase Order to _____Earth Construction_____ in the amount of $43,527.50

87

APPROVED THIS 2 DAY OF April, 2008.

BOARD OF PUBLIC WORKS

BY: _____
Regina A. Kostoff, Chair

BY: _____
John Suarez, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Marilyn Huth, Clerk

IMPROVEMENT RESOLUTION NO. 7111-07

SOUTH ANTHONY BOULEVARD: FAIRFAX TO CAPITOL
WORK ORDER NO. 11895

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: SOUTH ANTHONY BOULEVARD: FAIRFAX TO CAPITOL: REHABILITATION (CRACK & SEAT) AND RESURFACE EXISTING COMPOSITE PAVEMENT (CEMENT CONCRETE BASE WITH ASPHALT OVERLAY); CURB, SIDEWALK AND DRIVEWAY APPROACH RECONSTRUCTION; CURB RAMP CONSTRUCTION; MULCHED SEEDING RESTORATION AND OTHER RELATED ROADWAY WORK.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 2 day of April, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: South Anthony Blvd. from Fairfax to Capitol **RES. NO.:** 7111-07
DATE: **W.O. NO.:** 11895
BID DATE: April 23, 2008

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Mobilization and Demobilization	1.00	LS	30,000.00	30,000.00
2	PCCP Crack & Seat	6,000.00	SYS	2.50	15,000.00
3	Curb, Remove	3,000.00	LFT	7.50	22,500.00
4	Structure, Remove	4.00	EA	750.00	3,000.00
5	Sidewalk, Remove	100.00	SYS	7.50	750.00
6	3' Concrete Island, Remove	610.00	LFT	15.00	9,150.00
7	Concrete Driveway, Remove	250.00	SYS	7.50	1,875.00
8	Concrete Pavement, Remove	375.00	SYS	10.00	3,750.00
9	Surface Milling, Bituminous	7,000.00	SYS	15.00	105,000.00
10	Saw Cut, Full Depth	1,500.00	LFT	5.00	7,500.00
11	Saw Cut, Full Depth, Relief Joint	48.00	LFT	15.00	720.00
12	Bituminous Surface #11, MV	350.00	TON	50.00	17,500.00
13	Bituminous Binder #8, MV	1,000.00	TON	48.00	48,000.00
14	Bituminous Binder #8 for Wedge & Level, MV	500.00	TON	40.00	20,000.00
15	Bituminous Mixture for Approaches	250.00	TON	60.00	15,000.00
16	Concrete Curb Ramps	30.00	SYS	50.00	1,500.00
17	Concrete for Driveways, 6"	1,700.00	SYS	36.00	61,200.00
18	Concrete for Driveways, 8"	30.00	SYS	42.00	1,260.00
19	Curb Ramp, Concrete, H	10.00	SYS	45.00	450.00
20	Concrete Curb, Type III	2,750.00	LFT	15.00	41,250.00
21	3' Concrete Divider Curb	1,000.00	LFT	25.00	25,000.00
22	Compacted Aggregate for Base, #53	100.00	TON	15.00	1,500.00
23	30" Inlet w/ Curb & Gutter Casting	3.00	EA	900.00	2,700.00
24	48" Manhole w/ 24" Casting	2.00	EA	2,000.00	4,000.00
25	RCP, Class IV, 12"	68.00	LFT	40.00	2,720.00
24	RCP, Class IV, 18"	102.00	LFT	50.00	5,100.00
28	Bulkhead Pipe, 15"	3.00	EA	150.00	450.00

29	Special Backfill, #53/#73	525.00	CYS	30.00	15750
30	Adjust Casting to Grade	13.00	EA	350.00	4550
31	Adjust Water Valve to Grade	7.00	EA.	350.00	2,450.00
32	2" Steel Conduit, Galvanized	500.00	LFT	5.00	2,500.00
33	Construction Sign, Type A	19.00	EA.	200.00	3,800.00
34	Construction Sign, Type B	9.00	EA.	100.00	900.00
35	Construction Sign, Supplemental	3.00	EA.	100.00	300.00
36	Road Closure Sign Assembly	5.00	EA.	1,000.00	5,000.00
37	Barricade, Type III-B	15.00	EA.	200.00	3,000.00
38	Flashing Arrow Board	2.00	EA.	1,000.00	2,000.00
39	Temporary Pavement Marking, Paint, Solid, Yellow, 4"	4,300.00	LFT	0.15	645.00
40	Temporary Pavement Marking, Paint, Solid, White, 4"	2,150.00	LFT	0.15	322.50
41	Temporary Pavement Marking, Paint, Solid, White, 24"	50.00	LFT	0.50	25.00
42	Temporary Pavement Marking, Type I, Solid, Yellow, 4"	13,250.00	LFT	0.50	6,625.00
43	Temporary Pavement Marking, Type I, Solid, White, 4"	2,150.00	LFT	0.50	1,075.00
44	Temporary Pavement Marking, Type I, Solid, White, 24"	50.00	LFT	2.00	100.00
45	Line, Thermoplastic, Solid, Yellow, 6"	4,300.00	LFT	0.75	3,225.00
46	Line, Thermoplastic, Broken, White, 6"	1,100.00	LFT	0.75	825.00
47	Line, Thermoplastic, Solid, White, Stop Bar, 24"	90.00	LFT	3.00	270.00
48	Line, Thermoplastic, Solid, White, Crosswalk, 8"	60.00	LFT	1.50	90.00
49	Mulched Seeding (Undistributed Quantity)	2,000.00	SYS	2.50	5,000.00
50	Construction Engineering	1.00	LSUM	15,000.00	15,000.00
51	Maintaining Traffic	1.00	LSUM	10,000.00	10,000.00
52					0.00

BASE BID TOTAL: **$618,625.10**

ALTERNATE BID

1	Concrete Sidewalk, 4 in.	1,450.00	SYS	25.00	36,250.00
2	Curb Ramp, Concrete, Type H	175.00	SYS	45.00	7,875.00
3	Concrete Sidewalk, Remove	175.00	SYS	5.00	875.00

bid page no. 1.

Contractors Signature

$45,000.00

$663,625.10

Revised: 02-13-04

86

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: April 1, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payment with the City Utility vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$ 947,304.00.** These payments will be paid with the 2006 Waterworks State Revolving Fund loan. These expenses are for the 3RFP North Pump Station, the St. Joe Pump Station, and the 3RFP Filter Valve Project.

Draw #86 & #87	Weigand Construction Co. & Star Financial Bank	$ 516,348.00
Draw #88	Hagerman Construction & Tower Bank	426,334.00
Draw #89	HNTB Corp.	4,622.00
Total SRF Payments		**$ 947,304.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

April 9, 2008
Date

STREET LIGHT RESOLUTION

NUMBER 318-08

ABOITE and CARROLL ROAD ANNEXED AREAS
INTERSECTION STREET LIGHT IMPROVEMENTS

STREET LIGHT IMPROVEMENT

The Board of Public Works of the City of Fort Wayne, Indiana, hereby deems it necessary to install an underground street light system at the following intersections: WEST DUPONT RD / BETHEL RD.; BETHEL RD. / KALYN DR.; KALYN DR. / ROBINAIR DR.; N. GOLDSPUR DR. / E. GOLDSPUR DR.; ILLINOIS RD. / HILLDALE DR.; HILLDALE DR. / OAKHILL DR.; COVINGTON RD. / DICKIE RD.; EDGEBROOK DR. / W. JEFFERSON BLVD.; EDGEBROOK DR. / ROSEWOOD DR.; SCOTTWOOD CT. / CADILLAC DR.; SCOTTWOOD CT. / DICKIE RD.; 5800 - 5900 ROSEDALE DR.; ROSEDALE DR. / BARBARA LA.; ROSEDALE DR. / PARKWAY DR.; ROSEDALE DR. / U.S. 24; ROLLING HILLS DR. / E. HILLS RD.; 6500 ROLLING HILLS PARKWAY; AMBER RD. / AMBER RIDGE DR.; SMITH RD. / GLENDALE DR.; GLENDALE DR. / ANNETA AVE.; GLENDALE DR. / FOUNTAIN AVE.; THORNLEY DR. / ELMCREST DR.; ELMAE DR. / THORNLEY DR.; ASHWOOD DR. / ELMAE DR., in accordance with the plans and specifications on file in the office of the Board of Works of the city of Fort Wayne, Indiana, and such lighting is now ordered. This improvement is ordered pursuant to the applicable Indiana Statutes.

This project is funded with 2008 CEDIT ANNEXATION Funds. All proceedings and any work done in the said lighting assessment of property and collections of assessments shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

BOARD OF PUBLIC WORKS

Regina A. Kostoff – Chair

John Suarez – Member

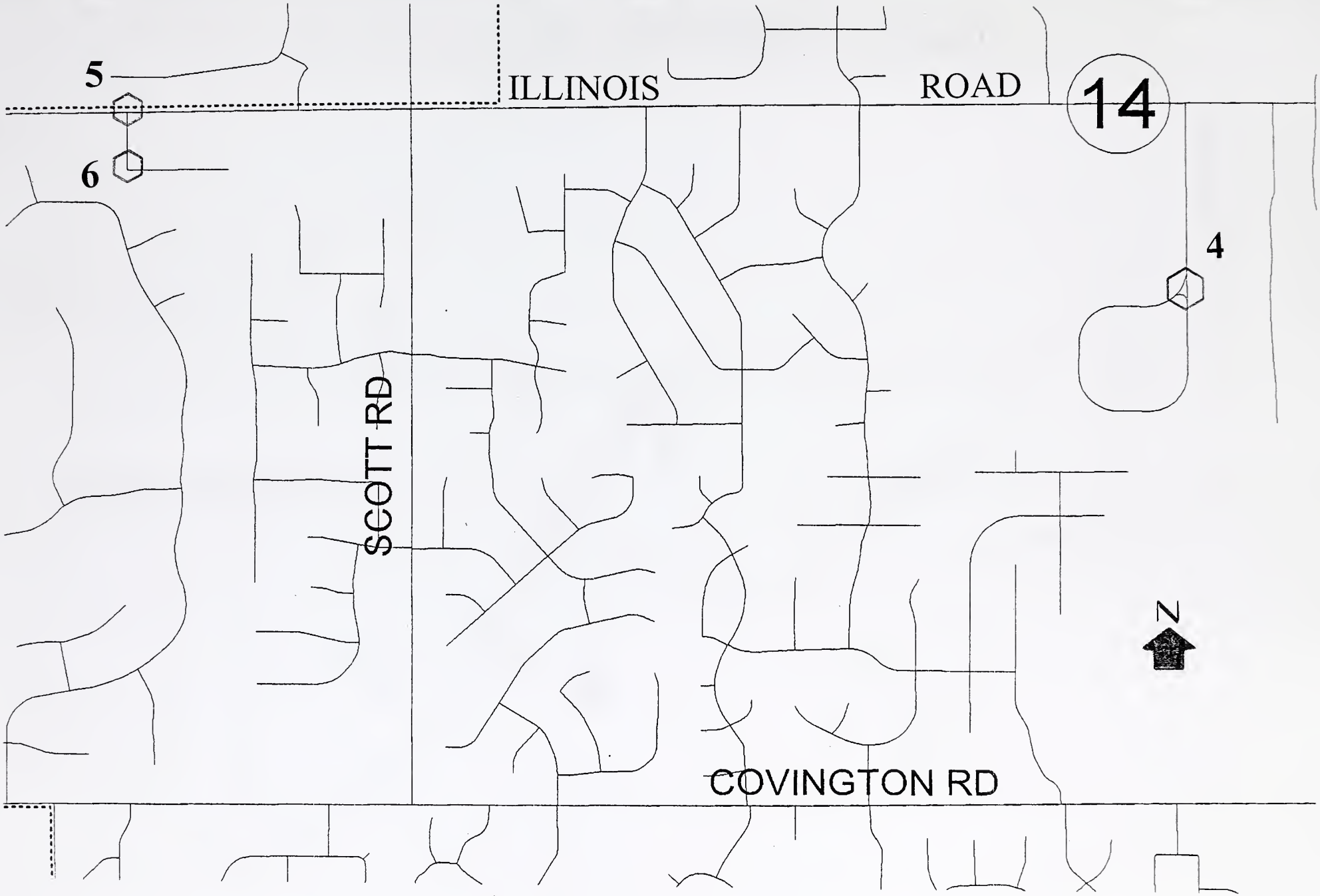
Kumar Menon -Member

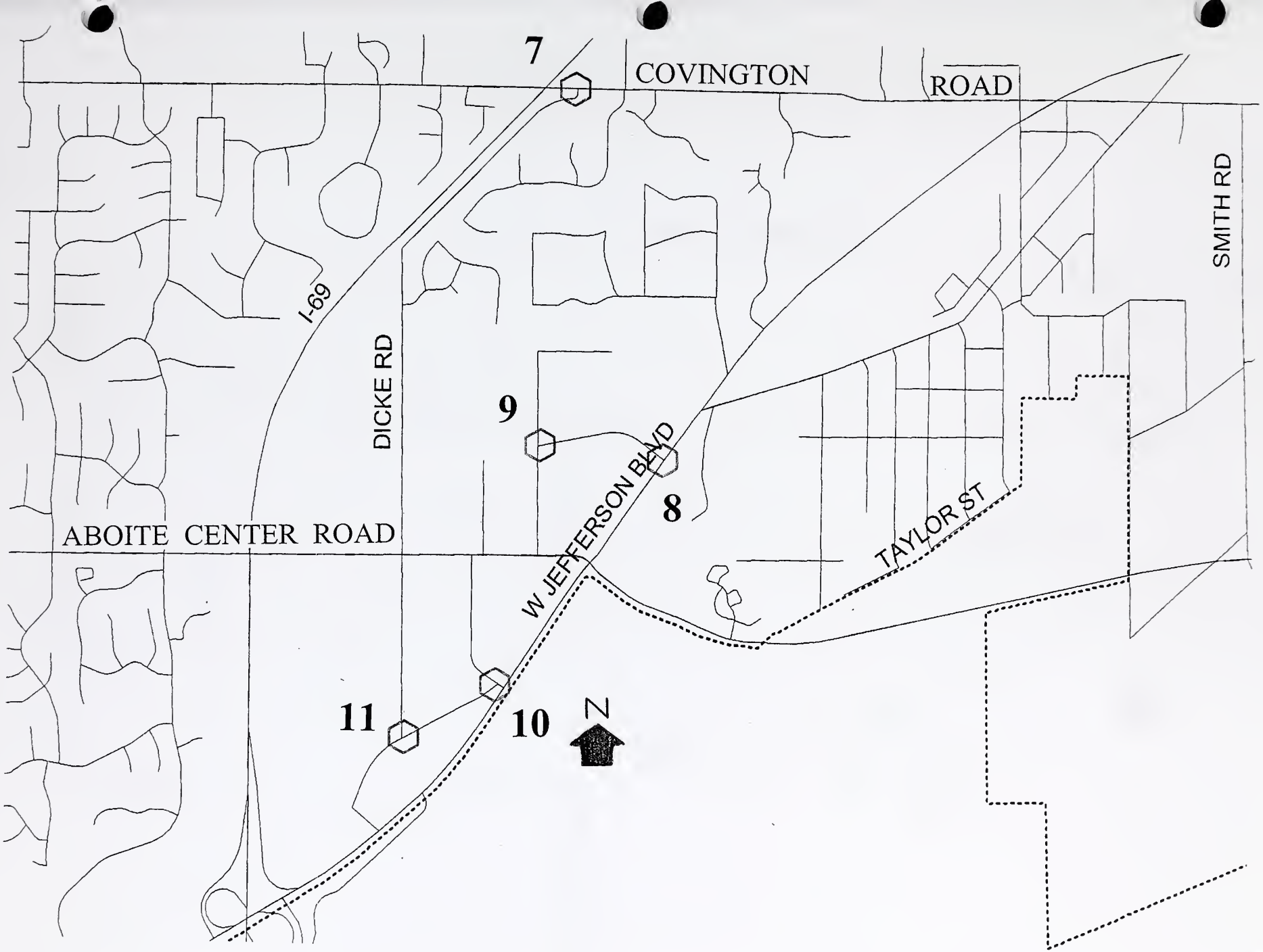
ATTEST:

Marilyn Huth – Clerk

Dated this 9th day of April , 2008

LIMA RD
N
CARROLL RD
W DUPONT RD
3
2
BETHEL RD
1


5
6
ILLINOIS
ROAD
14
4
SCOTT RD
N
COVINGTON RD


7
COVINGTON
ROAD
SMITH RD
I-69
DICKE RD
9
8
W JEFFERSON BLVD
TAYLOR ST
ABOITE CENTER ROAD
11
10
N

N
12
13
14
15
16
17
18
24
LIBERTY MILLS RD
US 24
ROAD
HOMESTEAD
ROAD
AMBER
US 24

ENGLE RD
ARDMORE AV
COVINGTON RD
SMITH RD
KNOLL RD
19
20
21
22
23
24
N

RESOLUTION AUTHORIZING SIGNATORIES FOR THE SEWER REVOLVING (SRF) LOAN BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA
Fort Wayne 2005 Sewage Works – CS18239501

Resolution No. 95-4-9-08-2

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana, herein called the community, has plans for a municipal water pollution control project to meet State and Federal Regulations, such as the Water Pollution Control Plant Primaries Project, the Water Pollution Control Plant Dechlorination Project and the Parkerdale Sanitary Sewer Project, and the community intends to proceed with the construction of such works; and

WHEREAS, it is necessary to authorize signatories for application to the SRF in support of the various qualified activities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that:

A. **Kumar Menon, Len Poehler and Valerie Ahr**, as employees of the City of Fort Wayne, be authorized to make application for an SRF Loan and provide the Department of Environmental Management such information, data and documents pertaining to the loan process as may be required, and otherwise act as the authorized representatives of the community.

B. The community agrees to comply with the Department of Environmental Management, State of Indiana and Federal requirements as they pertain to the SRF.

C. That two certified copies of this resolution be prepared and submitted to the SRF.

D. That this resolution supercedes and replaces prior signatory authorizations.

ADOPTED this 9th **day of** April **, 2008.**

THE CITY OF FORT WAYNE, INDIANA BY AND THROUGH ITS BOARD OF PUBLIC WORKS

Regina A. Kostoff

REGINA A. KOSTOFF, CHAIR

John Suarez

JOHN SUAREZ, Member

KUMAR MENON, Member

ATTEST: Marilyn Huth
Marilyn Huth

RESOLUTION AUTHORIZING SIGNATORIES FOR THE WATERWORKS REVOLVING (SRF) LOAN BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA
Fort Wayne 2006 Waterworks Revenue Bond – DW 06110201

Resolution No. 95-4-9-08-1

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana, herein called the community, has plans for municipal waterworks projects to meet State and Federal Regulations, such as the North Pump Building, improvements at the St. Joe Dam, a Ground Storage Reservoir, Lime Sludge Handling Facilities improvement, Filter Building improvements, Distribution System improvements at Indiana Village, Bellmont Addition, Hobson Road between Vance and State and the Colonial Heritage Addition, and the community intends to proceed with the construction of such works; and

WHEREAS, it is necessary to authorize signatories for application to the SRF in support of the various qualified activities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that:

A. **Kumar Menon, Len Poehler and Valerie Ahr**, as employees of the City of Fort Wayne, be authorized to make application for an SRF Loan and provide the Department of Environmental Management such information, data and documents pertaining to the loan process as may be required, and otherwise act as the authorized representatives of the community.

B. The community agrees to comply with the Department of Environmental Management, State of Indiana and Federal requirements as they pertain to the SRF.

C. That two certified copies of this resolution be prepared and submitted to the SRF.

D. That this resolution supercedes and replaces prior signatory authorizations.

ADOPTED this 9th **day of** April **, 2008.**

THE CITY OF FORT WAYNE, INDIANA BY AND THROUGH ITS BOARD OF PUBLIC WORKS

Regina A. Kostoff
REGINA A. KOSTOFF, CHAIR

John Suarez
JOHN SUAREZ, Member

Kumar Menon
KUMAR MENON, Member

ATTEST: Marilyn Huth
Marilyn Huth

A RESOLUTION approving the sale of
real estate owned by the City of
Fort Wayne.

Resolution # 95-4-9-08-3

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located at 2909 John St. more particularly described as:

LOT 66 INDUSTRIAL PARK ADD

WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for this property, and that future use by the City is unlikely.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 9th day of April, 2008.

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST BY:

Marilyn Huth, Clerk

IMPROVEMENT RESOLUTION NO. 7180-08

RESURFACING PKG.A-2008
WORK ORDER NO. 12034

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: The locations listed below, in the 4th, 5th, and 6th Districts by: MILLING PAVEMENT SURFACE, RESURFACING PAVEMENT, REPLACING CASTINGS, PLACEMENT OF (CASTING) ADJUSTING RINGS, AND PAVEMENT MARKINGS.

4TH DISTRICT

N.GLENDALE DRIVE - A POINT 140 L.F. SOUTH OF CRANDON TO CRANDON LN.
N.GLENDALE DRIVE - CRANDON LN. TO A POINT 50 L.F. NORTH OF DRESDON LN.
CRANDON LANE - N.GLENDALE DR. TO A POINT 90 L.F. TO THE WEST
DRESDON LANE – N.GLENDALE DR. TO A POINT 50 L.F. TO THE WEST
LIVE OAK BOULEVARD – WILLIAMSBURG DR. TO A POINT 365 L.F. TO THE NORTH
LIVE OAK BOULEVARD – WILLIAMSBURG DR. TO A POINT 160 L.F. TO THE SOUTH
WILLIAMSBURG DR. AT LIVE OAK BLVD. – INTERSECTION
LIVE OAK BOULEVARD – ABOITE CTR. RD. TO A POINT 40 L.F. TO THE SOUTH
INTERLAKEN DRIVE – BLUFFTON RD. TO MAYWOOD CIRCLE
AVALON DRIVE – BRECKENWOOD DR. TO PACIFIC DR.
PACIFIC DRIVE – AVALON DR. TO KNIGHTSWOOD DR.
KNIGHTSWOOD DRIVE – 7524 KNIGHTSWOOD DR. TO 7324 KNIGHTSWOOD DR.
SPRING LAKE – SOUTH OF COVINGTON (BRIDGE) TO NORTH OF ROUND-ABOUT (BRIDGE)
BLUFFTON ROAD – WINCHESTER RD. TO FAIRFIELD DITCH BRIDGE STRUCTURE
COVINGTON ROAD – A POINT 400 L.F. WEST OF HWY. 69 TO HWY. 69 BRIDGE STRUCTURE
COVINGTON ROAD – HWY. 69 BRIDGE STRUCTURE TO HADLEY RD.
COVINGTON ROAD – COPPER HILL RUN TO COUNTRY SIDE DR.
COVINGTON ROAD – SCOTT ROAD TO COVINGTON WOODS BLVD.

5TH DISTRICT

CRESTWOOD DRIVE – SUNSET DR. TO WESTOVER RD.
KORTE LANE – SUNSET DR. TO STRATFORD RD.
STRATFORD ROAD – NORTH P.L. OF 4720 TO A POINT 75 L.F. NORTH OF KORTE LN.
ST. MARY'S AVENUE - N/S RAILROAD TO FOURTH ST.
ALLIGER STREET – ANTHONY BLVD. TO FLETCHER AVE.
ALLIGER STREET – FLETCHER AVE. TO GRANT AVE.
GRANT AVENUE – ALLIGER ST. TO MAUMEE AVE.
PITTSBURG STREET - WARREN ST. TO SUMMER ST.
PITTSBURG STREET – SUMMER TO LUMBARD ST.
PITTSBURG STREET – LUMBARD ST. TO EDSALL AVE.
PITTSBURG STREET – EDSALL AVE. TO KITCH ST.
WABASH AVENUE – N/S RAILROAD TO WINCH ST.
WASHINGTON BOULEVARD – BROADWAY TO THIEME DR.
HOME AVENUE – THOMPSON AVE. TO BROADWAY
PACKARD AVENUE – DINNEN AVE. TO BROADWAY
DINNEN AVENUE – PACKARD TO THOMPSON AVE.

6TH DISTRICT

NEW HAVEN AVENUE – WAYNE TRACE TO SUMMER ST.
NEW HAVEN AVENUE – SUMMER ST. TO LUMBARD AVE.
NEW HAVEN AVENUE – LUMBARD TO BIRCHWOOD AVE.
LUMBARD STREET - NEW HAVEN AVE. TO CHESTNUT STREET
LUMBARD STREET - CHESTNUT ST. TO N/S RAILROAD
CASSELWOOD DRIVE – HESSEN CASSEL RD. TO AMARILLO DR.
HOLGATE DRIVE – CASSELWOOD DR. TO CHEVIOT DR.
MELVILLE DRIVE – REGIS DR. TO CASSELWOOD.DR.
WAYCROSS DRIVE – A POINT 150 L.F. NORTH OF STARDALE DR. TO PAULDING RD.
KENNY DRIVE – APPARTMENTS / PRIVATE PROPERTY TO WAYCROSS DR.
TILLMAN ROAD – JOHN ST. TO GARY ST.
TILLMAN ROAD – GARY ST. TO U.S. HWY 27
HYSTONE DRIVE – DECATUR RD. TO A POINT 100 L.F. NORTH OF FAYETTE DR.
FAYETTE DRIVE – A POINT 1050 L.F. EAST OF HYSTONE DR. TO 1550 L.F. EAST OF HYSTONE
FLETCHER AVENUE – WAYNE TRACE TO N/S RAILROAD

Adopted this 9th day of April, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Resurfacing Pkg. A - 2008

RES. NO.: 7180-08

DATE: 4/3/2008

W.O. NO.: 12034

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Mobilization and Demobilization	1	LS	50000.00	50000.00
2.	Surface Milling, Bituminous	116913	SY	1.05	122758.65
3.	Bituminous Material for Tack Coat	59	TN	125.00	7375.00
4.	Bituminous Binder, No. 8/9, HMA	2588	TN	41.50	107402.00
5.	Bituminous Binder, No. 11, HMA	4649	TN	44.50	206880.50
6.	Bituminous Surface, No. 11, HMA	4452	TN	52.00	231504.00
7.	Bituminous Surface, No. 12, HMA	2415	TN	52.00	125580.00
8.	Bituminous Mix for Patching (Undistributed Quantity)	300	TN	60.00	18000.00
9.	Bituminous Mix for Approaches	444	TN	60.00	26640.00
10.	Bituminous Mix for Wedge and Level (Undistributed Quantity)	100	TN	41.50	4150.00
11.	Water, Valve-Box, Adjusted to Grade	40	EA	25.00	1000.00
12.	Water, Valve-Box, Furnished & Adjusted to Grade (Undistributed Quantity)	5	EA	50.00	250.00
13.	Casting Type "A" Furnished & Adjusted to Grade	23	EA	250.00	5750.00
14.	Casting Type "A" Manhole Adjustment Ring (Undistributed Quantity)	1	EA	300.00	300.00
15.	Casting Type "C" Furnished & Adjusted to Grade (Undistributed)	1	EA	500.00	500.00
16.	Casting Type "F" Furnished & Adjusted to Grade (Undistributed)	1	EA	500.00	500.00
17.	Temporary Pavement Marking, I, Yellow, 4 in.	594	LF	1.00	594.00
18.	Temporary Pavement Marking, I, White, 4 in.	298	LF	1.00	298.00
19.	Line,Thermoplastic , Broken, Yellow 4"	1590	LF	1.00	1590.00
20.	Line,Thermoplastic , Solid, Yellow 4"	7915	LF	0.85	6727.75
21.	Transverse Markings,Thermoplastic, White, 6" Crosswalks	1290	LF	1.00	1290.00
22.	Transverse Markings,Thermoplastic, White, 24" Stop Bars	301	LF	2.40	722.40
23.	Transverse Markings,Thermoplastic, White, 12"	28	LF	1.75	49.00
24.	Arrow, Thermoplastic, White	21	EA	150.00	3150.00
25.	Message, Thermoplastic, White Word "ONLY"	10	EA	90.00	900.00
26.	Edge Line, Paint, White, 4"	9660	LF	0.50	4830.00
27.	Line,Thermoplastic , Solid, White 4"	2930	LF	1.00	2930.00
28.	Line,Thermoplastic , Broken, White 4"	1630	LF	1.00	1630.00

29.	Line, Thermoplastic, White, 8"	80	LF	2.50	200.00
30.	Line, Thermoplastic, Yellow, 8"	1280	LF	2.50	3200.00
31.	Crosshatch, Thermoplastic, Yellow, 12"	240	LF	3.00	720.00
32.	Marking, Thermoplastic, White, 24", "X" Crossing	164	LF	4.00	656.00
33.	Message, Thermoplastic, White, "R"	6	EA	70.00	420.00
34.	Saw Slot & Sealer	470	LF	12.00	5640.00
35.	1c/14 Loop Cable	1520	LF	0.85	1292.00
36.	2c/14 Loop Cable	300	LF	1.50	450.00
37.	Detector Housing	3	EA	650.00	1950.00
38.	Intercept Conduits	3	EA	500.00	1500.00
39.	2" Steel Conduit	40	LF	16.00	5640.00
40.	Compacted Aggregate for Shoulder, O, No. 53 or 73 (Covington Road, and Bluffton Road)	300	TN	12.00	3600.00
41.	Maintenance of Traffic	1	LS	45000.00	45000.00

SUB-TOTAL:	998569.30
E&I @6%	59914.16
TOTAL:	**$1,058,483.46**

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: April 7, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payment with the City Utility vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payment in the amount of **$ 42,465.00.** This payment will be paid with the 2006 Waterworks State Revolving Fund loan. This expense is for the Bellmont Addition water main project.

Draw #90	S & S Directional Boring, Ltd.	$ 42,465.00
Total SRF Payment		**$ 42,465.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

April 16, 2008
Date

AQUA INDIANA CONNECTION: #10 (DUPONT & AUBURN)
RESOLUTION NO. 2089-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the construction of approximately 345 LF of 12-inch water main, and all other appurtenances and work as necessary for the Aqua Indiana water main connection project.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "AQUA INDIANA CONNECTION: #10 (DUPONT & AUBURN)"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not be acquiring any property with this project.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $50,000.00

Declares this project will not change fees currently paid by property owners in the area.

APPROVED THIS 16th DAY OF April, 2008.

BOARD OF PUBLIC WORKS

BY: Regina A. Kostoff
Regina A. Kostoff, Chair

BY: John Suarez
John Suarez, Member

BY: Kumar Menon
Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

IMPROVEMENT RESOLUTION NO. 95-4-16-08-1

EMERGENCY REPAIR
WORK ORDER NO. 12077

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: EMERGENCY REPAIR 3600 ILLINOIS ROAD NEAR JEFFERSON POINT

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 16th day of April, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: EMERGENCY REPAIR
3600 ILLINOIS ROAD NEAR JEFFERSON POINT
DATE: MAY 10, 2005

RES. NO.: 95-4-16-08-1

W.O. NO.: 12077

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Pavement, Including Saw Cutting	95	SY	7.00	665.00
2.	Bituminous Surface, No. #11, HAC #110 1" Inch	7	TON	60.00	420.00
3.	Bituminous Mixture for Patching, #5 D Base #1210, 11" Inches, In Lifts	60	TON	62.00	3720.00
4.	Bituminous Material for Tack Coat @ 0.06 Gal / SY	0.5	TON	200.00	100.00
5.	Type "O" Compacted Aggregate for Base, No.53	20	TON	15.00	300.00
6.	Construction Sign, A	2	EA	80.00	160.00
7.	Flashing Arrow, Sign	2	DAYS	30.00	60.00
8.	Standard Barricade, Type II, or Plastic Barrels, Type C Const. Warning Light	15	EA	28.00	420.00
9.	Maintenance of Traffic	1	LS	2300.00	2300.00
10.	Mobilization / Demobilization	1	LS	2000.00	2000.00

SUB-TOTAL:	10145.00
E&I @7%	710.15
TOTAL:	**$10,855.15**

A RESOLUTION declaring the intent to assign
real estate lease agreement by and between
the City of Fort Wayne and Mayflower Investment Group, LLC..

Resolution # 95-4-16-08-4

WHEREAS, The City of Fort Wayne Board of Public Works entered into an agreement with Mayflower Investment Group, LLC, as amended, to lease the property known as Club Soda, located at 235 East Superior St. in Fort Wayne, Indian, and owned by the City of Fort Wayne, and

WHEREAS, The City of Fort Wayne Board of Public Works has conveyed title of said property to the City of Fort Wayne Department of Redevelopment.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to assign the above referenced lease to the City of Fort Wayne Department of Redevelopment.

Signed this 16th day of April, 2008.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ASSIGNMENT OF LEASE

This Assignment of Lease is by and between the City of Fort Wayne, Board of Public Works (the "Assignor"), and the City of Fort Wayne Department of Redevelopment, (the "Assignee").

RECITALS

The Assignor entered into that certain Lease with Confluence, LLC, originally dated September 23, 1998, a copy which is attached hereto and made a part hereof as Exhibit A, and subsequently assigned to Mayflower Investment Group, LLC on August 12, 2004, a copy which is attached hereto and made a part hereof as Exhibit B.

The Assignor desires to assign and transfer all of its rights in and under said Lease to the Assignee in consideration of the assumption by the Assignee of all of the Assignor's obligations and the Assignee desires to assume all of such obligations in consideration of the assignment.

The Assignee desires to have the Assignor, by and through the City of Fort Wayne Property Management Department, act as its agent on matters related to said Lease Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is hereby agreed by and between the Assignor and the Assignee as follows:

The Assignor for valuable and sufficient consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and convey to the Assignee all of its rights, title and interest in and to said Lease and said Assignment of Lease Agreement; and agrees that the Assignor, by and through the City of Fort Wayne Property Management Department, may act as agent on behalf of the Assignee on matters related to said Lease Agreement.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this 14th day of April, 2008.

City of Fort Wayne

By: Daniel A. Brenner

Daniel A. Brenner
Property Manager

IN WITNESS WHEREOF, the Assignee has hereunto set its hand and seal this 14th day of April, 2008.

City of Fort Wayne Department of Redevelopment

By: Greg Leatherman

Greg Leatherman
Executive Director Fort Wayne Redevelopment Commission

ASSIGNMENT OF LEASE AGREEMENT

COMES NOW the City of Fort Wayne by Daniel A. Brenner, Property manager, City of Fort Wayne, Board of Public Works, and Douglas E. Ulmer, Chief Operating Officer of Mayflower Investment Group, LLC and, pursuant to paragraph 5.01(E) of that certain Lease Agreement by and between the City of Fort Wayne and Confluence, LLC, a copy of which is attached hereto and made a part hereof as Exhibit "A" and pursuant to the terms of that certain Amended Asset Purchase Agreement by and between Confluence, LLC and Mayflower Investment Group, LLC, a copy of which is attached hereto and made a part hereof as Exhibit "B", for good and valuable consideration, the receipt thereof is hereby acknowledged, do enter in to an Assignment of Lease Agreement whereby mayflower Investment Group, LLC shall assume the lease by and between the City of Fort Wayne and Confluence, LLC in its entirety.

Respectfully submits this 12 day of August, 2004.

Daniel A. Brenner

Daniel A. Brenner, Property Manager
City of Fort Wayne

Douglas E. Ulmer, Chief Operating Officer
Mayflower Investment Group, LLC

LEASE AGREEMENT

INDIANA TEXTILE BUILDING

FORT WAYNE, INDIANA

LANDLORD: CITY OF FORT WAYNE, INDIANA

TENANT: CONFLUENCE, L.L.C.

SECTION 1.0 BASIC LEASE PROVISIONS.

1.01 DATE:	September 23, 1998.
1.02 LANDLORD:	City of Fort Wayne
1.03 LANDLORD'S ADDRESS:	City of Fort Wayne Board of Public Works Room 920 City-County Building One East Main Street Fort Wayne, Indiana 46802 Attention: Chairperson, Board of Public Works
1.04 TENANT:	Confluence, L.L.C. 4206 River Bluff Drive Fort Wayne, Indiana 46835 Attention: Don Young
1.05 TENANT'S TRADE NAME:	Club Soda
1.06 ADDRESS OF TENANT:	235 E. Superior Street Fort Wayne, Indiana 46802
1.07 LEASE TERM: 1998-2026 (30 years)	Original Two (2) years, with four five (5) year options, and one eight (8) year option
1.08 COMMENCEMENT DATE:	October 1, 1998
1.09 ORIGINAL ANNUAL RENT:	Nine Thousand Nine Hundred Ninety Nine & 96/100 Dollars ($9,999.96) payable in equal monthly installments of Eight Hundred Thirty Three & 33/100 Dollars ($833.33.).
$1.08 → 10-1-2000 ↔ $10,608.55 ↔	
$1.92 → 12-14-2005 → 12,145.32	$884.05
1.10 % RENT INCREASE:	CPI and/or MAI appraiser every 5 years
1.11 ESTIMATED TAX PAYMENT:	Unknown
1.12 ESTIMATED INSURANCE PAYMENT:	Unknown
1.13 SECURITY DEPOSIT:	n/a
1.14 GUARANTOR:	n/a

1.15 USE: Restaurant, bar and dance club.

1.16 APPROXIMATE SQUARE FOOTAGE OF INDIANA TEXTILE BUILDING (Floor Area): 6,300 square feet.

SECTION 2.0

2.01 ENUMERATION OF EXHIBITS:

Exhibits enumerated in this Section and attached to the Lease are incorporated in this Lease by this reference and are be construed as a part of the Lease.

Exhibit A Outline of leased premises.

LEASE AGREEMENT

THIS LEASE made and entered into on this 23rd day of September, 1998, by and between CITY of FORT WAYNE, INDIANA (hereinafter called "City") by and through its BOARD of PUBLIC WORKS (hereinafter called "Board"), and CONFLUENCE, L.L.C., an Indiana Limited Liability Company (hereinafter called "Lessee"),

WITNESSETH THAT:

WHEREAS, the City of Fort Wayne ("City") is committed to the redevelopment of its downtown and through its Board, acquired title to real estate which is commonly known as the Indiana Textile Building ("ITB") and a portion of the adjoining City parking lot ("Lot") which are encompassed within the following described real estate in Allen County, Indiana:

> Lots Numbered Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) in the original Plat of the Town (now City) of Fort Wayne, Indiana, according to the Plat thereof, recorded in Deed Record "D", page 169, in the Office of the Recorder of Allen County, Indiana, together with
>
> Lots Numbered Five Hundred Eighty Four (584), Five Hundred Eighty Five (585), Five Hundred Eighty Six (586), Five Hundred Eighty Seven (587), Five Hundred Eighty Eight (588), and Five Hundred Eighty Nine (589), Hanna's Addition, an addition to the City of Fort Wayne, according to the Plat thereof, recorded in Deed Record E, page 386, in the Office of the Recorder of Allen County, Indiana.

(hereinafter designated as "Real Estate"); and

WHEREAS, the ITB and Lot are located in the City's Headwaters Park and any development in the park is subject to the approval of the Board; and

WHEREAS, the ITB has been recognized for its unique architectural style and location and as such has been deemed to have potential for redevelopment and is more particularly described as follows:

The East Thirty (30) feet of the South Seventy (70) feet of Lot Numbered Two (2) in the original Plat of the Town (now City) of Fort Wayne, Indiana, according to the Plat thereof, recorded in Deed Record "D" page 169 in the Office of the Recorder of Allen County, Indiana

(hereinafter designated as "ITB"); and

WHEREAS, in addition to the ITB, Lessee wishes to develop an outside dinning area on a small portion of the Lot which rectangular parcel of real estate is 70 feet deep with a 30 feet frontage along Superior Street and which rectangular parcel is located immediately west and adjacent to the ITB in an area currently occupied by curbing, landscape dividers, parking spaces and a sprinkling system and more particularly described as follows

The West Thirty (30) feet of the South Seventy (70) feet of Lot Numbered Two (2) in the original Plat of the Town (now City) of Fort Wayne, Indiana, according to the Plat thereof, recorded in Deed Record "D" page 169 in the Office of the Recorder of Allen County, Indiana

(hereinafter designated as "Patio"); and

WHEREAS, Lessee wishes to reconfigure another parcel of the Lot for the purpose of providing docking and waste management facilities, which parcel is a rectangular parcel of real estate with 30 feet of frontage along Barr Street and 40 feet wide immediately north and adjacent to the ITB and Patio in an area currently occupied by curbing, landscaping dividers, pavement and a sprinkling system and more particularly described as follows:

The East Forty (40) feet of the North Thirty (30) feet of the South One Hundred (100) feet of Lot Numbered Two (2) in the original Plat of the Town (now City) of Fort Wayne, Indiana, according to the Plat thereof, recorded in Deed Record "D" page 169 in the Office of the Recorder of Allen County, Indiana

(hereinafter designated as "Docking"); and

WHEREAS, the Board has received an offer from Lessee to lease and

develop the ITB, Patio and Docking area; and

WHEREAS, the City is willing to lease and Lessee is willing to lease and develop the ITB, Patio and Docking area according to the terms of the Development Agreement executed by Board and Lessee on September 23, 1998; and

WHEREAS, the City believes that the leasing and redevelopment of the ITB, Patio and Docking area is in the best interests of the City and its residents and is in accord with the public purposes and provisions of all applicable statutes, laws, regulations and requirements;

NOW, THEREFORE, in consideration of the premises and the agreement of the parties, City hereby agrees to lease to Lessee the Leased Premises upon the terms and conditions hereinafter set forth:

1. LEASED PREMISES:

1.01 The leased premises shall consist of: 1) the ITB, a 3-story building having an area of approximately 6,300 square feet; 2) the Patio, and; 3) the non-exclusive use of the basement for storage provided that it does not interfere with City's pre-existing use of the basement for the mechanical/electrical systems associated with Headwater Park (all of which shall hereinafter be designated as "Leased Premises") as outlined in red on the plat attached hereto, made a part hereof and marked Exhibit "A".

1.02 All of said Leased Premises lies upon the Real Estate.

2. TERM OF LEASE.

2.01 The original term of the lease shall be from October 1, 1998 through September 31, 2000.

2.02 Lessee is granted the exclusive option to extend the term of this Lease, if it is not in default at the time of the exercise of the option, for four (4) consecutive five (5) year terms, together with a final eight (8) year term, making the total potential lease term thirty (30) years, upon the same terms, covenants and conditions herein contained except for the adjustment of the annual base rent as set forth in 3.06 and 3.07.

2.03 Lessee's exercise of any of its options to extend the term of the Lease shall be set forth in a written notice from Lessee to City and delivered to City not less than 180 days prior to the expiration of the then current lease term.

3. RENTS.

3.01 Lessee shall pay City annual rent of $9,999.96, or the total rent of $19,999.92 during the original term, payable in monthly rental payments of $833.33, with the first installment being due and payable on the 1st day of October, 1998 and all subsequent installments being paid on the same date of each month thereafter until the end of the original lease term on September 31, 2000.

3.02 Lessee's failure to pay the full amount of any installment on or before the due date shall be an event of default under this Lease, as hereinafter provided. In addition, if the full amount of any installment is not actually received by City on or before the 10th day of each month after it is due, then a late charge and sum equal to ten percent (10%) of the unpaid amount of each installment shall accrue and be immediately due and payable.

3.03 All sums payable to City under this Lease shall be paid to City at 1 East Main Street, Room 920, City County Building, Fort Wayne, Indiana 46802, or at such other place as City may designate in writing from time to time.

3.04 All sums received by City shall be applied first to rent due and unpaid, secondly to any late charges due and unpaid and finally to any other sums due hereunder.

3.05 Lessee shall pay, as additional rents, any money or charges required to be paid by Lessee under this Lease, whether or not the same be designated "additional rents". If such amount or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as additional rents with the next installment of rents thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the City.

3.06 At City's sole discretion, the annual rent as set forth in 3.01 may be increased in each of the first (3) three consecutive five (5) year terms in the same proportion as the increase in the Consumer Price Index (US City Averages published by Bureau of Labor Statistics of the U. S. Department of Labor(New Series 1967 = 100)) according to the following formula:

(a) The base figure shall be the figure for the Consumer Price Index, U.S. City Average as published by the Bureau of Labor Statistics of the U. S. Department of

Labor (New Series 1967 = 100) for the first month of the current lease term.

(b) Calculate the percentage increase (carried to four decimals points) by dividing the figure representing the Consumer Price Index, U.S. City Average for the last month of the current lease term by the base figure.

(c) The percentage figure obtained in (b) shall be multiplied by the fixed annual rent for the current lease term.

(d) The dollar figure obtained in (c) shall be the fixed annual rent during the subsequent lease term.

(e) In no case shall the fixed annual rent for any option term decrease.

3.07 In the fourth year of the fourth five (5) year renewal term, the City shall have an MAI appraiser determine the market value of the Leased Premises which shall include a consideration of the market value of the use of the Lot and the market value of the Docking area included with the Use Agreement. Based upon the MAI's determination, the City, in its sole discretion, shall have the right to increase the annual rent for the Leased Premises for the remaining eight (8) year term to its then market value, to its then C.P.I adjusted value as established pursuant to 3.06, or to any annual rent value between its then market value and its then adjusted C.P.I.

4. TAXES, ASSESSMENTS AND INSURANCE.

4.01 Lessee shall pay all real property taxes, assessments, and all insurance premiums required to be carried by it to fully cover or insure both its and City's interest in the Leased Premises as set forth herein.

4.02 Lessee shall provide written evidence of the payments of the real

estate taxes and insurance premiums as well as a certificate of coverage for the insurance policy to City on an annual basis. All insurance policies shall include language which provides that said insurance may not be cancelled without first providing written notification to City.

5. LESSEE'S COVENANTS AND WARRANTIES.

5.01 Lessee covenants and warrants to City, all of which shall survive this Lease Agreement, the following:

(a) Lessee shall use the Leased Premises solely for the purpose of operating a restaurant, bar and dance club commonly known as Club Soda.

(b) Lessee shall occupy the Leased Premises and shall conduct continuously in the Leased Premises the business above-stated. Lessee will not use, permit or suffer the use of the Leased Premises for any other business or purpose.

(c) Lessee has inspected the Leased Premises and is satisfied with its physical condition. Lessee taking possession of the Leased Premises shall be conclusive evidence of receipt thereof in its current "as is" condition, good order and repair. Lessee acknowledges that neither City nor any of its agents has made any representations as to the condition or state of repair of the Leased Premises or made any agreements or promises to repair and improve it either before or after the execution of this Lease.

(d) Lessee will use the Leased Premises in a careful and proper manner, will not commit or permit waste thereon and will keep the Leased Premises in a neat, clean and sanitary condition.

(e) Lessee may not assign this Lease, Lessee's interest therein, or any part of the term covered hereby, and Lessee will not sublease the Leased Premises, Lessee's interest therein or any part thereof, without the prior written consent of City. City agrees to consent to such assignment or sublease if the business use, financial resources and business acumen of the perspective assignee or sublessee is at least equal to that of Lessee. Lessee may, without such consent, assign the Lease to any corporation into which Lessee may be merged or which results from a consolidation of Lessee with one or more corporations or to a corporation which acquires all or substantially all of the assets and business of Lessee, provided

further, that any such assignee shall have a net worth of at least equal to that of Lessee immediately prior to such assignment; and provided further that it assumes the obligations of Lessee hereunder and agrees to carry on the business of a restaurant, bar and dance club commonly known as Club Soda in the Leased Premises. No sublease or assignment shall relieve Lessee from any obligation under this Lease, except an assignment of the kind permitted to be made without the consent of City. City shall not be deemed by the acceptance of rent from any other person to have waived any provision of this paragraph or to have consented to any assignment or subletting.

(f) Lessee agrees not to suffer said term or any part thereof to be sold on execution or other legal process without the prior written consent of City; agrees to pay or cause to be paid all bills for utility services to the Leased Premises, including, but not limited to, gas, water, sewage and electricity; agrees to keep the Leased Premises free from all mechanics and other liens (except taxes and assessments levied and assessed against the Leased Premises and except liens resulting from any act of omission of City); and agrees to save the City harmless from and against any and all losses, costs, damages and expenses arising out of the filing or enforcement of any such lien against the Leased Premises.

(g) Except as otherwise provided in paragraph 5.01(k), Lessee shall surrender to City at the expiration of the Lease peaceable possession of the Leased Premises in as good condition as it now is, usual wear and tear and damage by fire and other casualty excepted. Except as otherwise provided in paragraph 5.01 (k), Lessee shall leave, at the expiration of the term, all erections, additions, fixtures and improvements made to the Leased Premises whether of a temporary or permanent character and excepting only trade fixtures owned by Lessee, which trade fixtures may be removed by Lessee.

(h) Lessee shall not use or permit the Leased Premises to be used in violation of, and shall comply promptly with, any law, ordinance, rule, regulation, order or requirement of any governmental authority relating to the use and occupancy of the Leased Premises. Lessee shall not use nor permit the Leased Premises to be used in any manner which creates a nuisance.

(i) Lessee shall prepare for the City's approval detailed plans and specifications for the development of the ITB and Patio which plans and specifications shall include the reconfiguration of the curbing, parking lot islands, landscape dividers and sprinkling system associated with the development of the Patio. City, its agents and

employees shall retain design approval for all aspects of the Leased Premises, including, but not limited to, the exterior and interior of the ITB and the Patio.

(j) Design approval by the City does not relieve Lessee of its obligation to obtain approval of all regulatory agencies having jurisdiction over the Real Estate.

(k) Lessee may, without the prior written consent of City, make minor interior alterations to the Leased Premises. Lessee shall make no structural alternations to the Leased Premises nor shall it make any alternations or changes in, or cut any opening through, the roof or exterior walls of the Leased Premises without City's prior written consent. All alterations and additions shall become part of the Leased Premises and shall be the property of City, provided however, that Lessee may, if not in default on the termination of the Lease, promptly remove any trade fixtures and improvements installed by Lessee provided that Lessee restores the change or alteration to its original condition and repairs all damage caused by such removal.

(l) Lessee shall keep and maintain the Leased Premises, all equipment and fixtures in good condition and repair.

(m) Lessee shall not erect or install a sign on the exterior walls or roof of the Leased Premises without City's prior approval of the design, style, shape and location of such sign. Lessee shall, at the expiration of the Lease, remove all signs installed by it and repair all damage to the Leased Premises caused by such removal. Lessee further agrees not to paint any of the exterior walls of the Leased Premises without City's prior written approval, and at the expiration of the Lease, remove or repair any painting on the Leased Premises.

(n) Lessee agrees to indemnify and hold City harmless from all liability for the injury to, or death of, any person, or damage to any property of third persons, occurring in connection with its use, occupancy, or condition of the Leased Premises or Lot.

(o) Lessee shall obtain and deposit with City a copy of a public liability insurance policy in standard form with a good and solvent company or companies insuring City and Lessee, as their interest may appear, against liability in the minimum amount of $300,000.00 for injury to any one person from any one accident, $5,000,000.00 for all injuries to persons from any one accident and $100,000.00 for injuries to property arising in or about the Leased Premises.

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Lease so long as Lessee is not in default hereunder, and (iii) all parties for whom such subordination is given shall agree as a condition thereto that there shall be no transfer of any ownership or security interest in the Real Estate or any portion of it unless the transferees expressly recognize and agree to be bound by the rights of Lessee.

(w) Lessee shall not subordinate this Lease or any of its rights and interests under it to the lien of any second or junior lien or encumbrance without the prior written consent of the first or senior mortgagees.

(x) Lessee shall promptly pay all taxes assessed upon its furnishings, fixtures, equipment and stock-in-trade during the term of this lease.

6. CITY'S COVENANTS AND WARRANTIES.

6.01 City will keep the roof, exterior walls and foundation of the Leased Premises in good condition and repair; provided however, that there shall be no obligation on City to make any repair to any of said portions of the Leased Premises unless and until City is notified in writing of leakage or other condition requiring repair. City's covenants and warranty expressly excludes all windows and doors. After receipt of such notice, City shall have a reasonable time in which to make such repair and shall not be liable for any damage resulting from the condition of any portion of the Leased Premises prior to the receipt of such notice and during the reasonable time thereafter in which City is allowed for the repair thereof. If City fails so to repair, Lessee may make such repairs and credit the cost, against the rent thereafter becoming due.

6.02 So long as Lessee is not in default under this Lease, Lessee shall be entitled to peacefully possess, hold and enjoy the Leased Premises.

7. CONDEMNATION.

7.01 In the event the Leased Premises are wholly condemned by any

(p) Lessee shall maintain, in full force and effect at all times during the term of this Lease under contracts of insurance of standard form and in good solvent companies authorized to do business in Indiana, insurance against loss by fire, windstorm and extended coverage, insuring the Leased Premises at its replacement cost. Such insurance policy shall list City as an additional insured, shall contain replacement cost or restoration endorsements and a provision to the effect that the waiver of subrogation rights by the insured does not void the coverage. Such insurance policy may also insure against floods if required by the Federal Flood Disaster Protection Act of 1973 and regulations issued thereunder.

(q) Lessee shall maintain, in full force and effect at all times during the term of this Lease under contracts of insurance of standard form and in good solvent companies, insurance against loss by fire and other normal insurable causes to its furnishings, fixtures and equipment contained on or in the Leased Premises and to pay promptly when due all premiums under such contracts of insurance.

(r) Lessee shall bear the risk of loss arising from interruption of business use and shall be solely responsible for procuring insurance to cover same.

(s) Lessee waives all right of subrogation against the City, its agents, representatives and employees.

(t) City and its duly authorized agents and representatives shall have the right to inspect the Leased Premises at any reasonable time, to make any repairs which Lessee may be required to make and has failed to make, and to exhibit the Leased Premises to prospective purchasers or tenants, upon the condition that City does not unreasonably interfere with Lessee's operation of its business therein.

(u) City and its duly authorized agents and representatives shall have access to the basement of the ITB at all reasonable times to monitor and operate the electrical and sprinkling systems for Headwaters Park as well as to read the meters associated with those systems.

(v) Lessee will, at any time upon demand by City, subordinate its rights and interest on the Real Estate, of which the Leased Premises are a part, upon the condition that such subordination shall expressly provide that (i) the mortgagee, and anyone claiming by, through, or under the mortgagee, whether by foreclosure or otherwise, shall be bound by all of the terms and provisions of this Lease, (ii) such subordination shall not affect any of the Lessee's rights under this

governmental authority, then this Lease may, at the option of either party, be forthwith terminated by notice to the other party. In the event the Leased Premises, shall be partially condemned, reducing the square footage of the Leased Premises to less than 80 percent of the current square footage thereof (exterior measurements) and/or reducing the square footage of the Lot to less than 20 percent of its current square footage, then Lessee shall have the option of terminating this Lease or electing to remain in that portion of the Leased Premises which has not been so taken. If any portion of the Leased Premises has been partially condemned, the rent shall be reduced proportionately on the basis of the proportion which the gross floor area of the condemned portion of the Leased Premises bears to the total gross floor area of the Leased Premises before condemnation. In the event of such partial condemnation, no provision of the Lease shall be considered as a bar to, or waiver of, any claim of Lessee against the condemning authority for damages resulting from such partial condemnation.

8. CASUALTY DAMAGE.

8.01 In the event the Leased Premises shall be damaged by fire, explosion, windstorm or any other casualty to an extent which is less than fifty percent (50%) of the cost of replacement of the Leased Premises, then Lessee shall repair such damage and put the Leased Premises in as good condition as existed prior to such damage, as rapidly as reasonably possible, provided that Lessee shall not be obligated to spend an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage.

8.02 In the event the Leased Premises shall be damaged or destroyed by

fire, explosion, windstorm or any other casualty to an extent which is more than fifty percent (50%) of the cost of replacement of the Leased Premises, then Lessee shall have the option to repair or rebuild the Leased Premises or to terminate the Lease provided that it gives City written notice of its intent to terminate the Lease within 30 days after the date of such loss, and provided that it turns over to City all insurance proceeds recovered or recoverable as a result of such damage.

8.03 Notwithstanding any other provisions of paragraph 8, if, during this Lease term, or any renewal or extension hereof, the extent of the damage from a casualty loss shall equal or exceed fifty percent (50%) of the replacement cost of the Leased Premises, City may, at its election, upon written notice to Lessee, given within 30 days after such damage, terminate this Lease as of the date of such damage.

8.04 If the casualty, repair or rebuilding shall render the Leased Premises untenable, in whole or in part, and the damage shall not have been due to the fault or neglect of the Lessee, a proportional abatement of the annual rent then in effect shall be allowed from the date of the casualty until the repair or rebuilding has been substantially completed. The proportional abatement shall be computed on the basis of the relation which the gross square foot area (not including the basement) of the space rendered untenable bears to the total square footage of the Leased Premises. Once the repairs or rebuilding has been completed, Lessee shall be required to replace its stock in trade, fixtures, furniture, furnishing, floor coverings and equipment and shall promptly reopen for business.

9. LESSEE'S DEFAULT.

9.01 Time is of the essence.

9.02 A default by Lessee will have occurred under this Lease if Lessee:

(a) fails to pay the full amount of any installment of rent on or before the date when it is due and payable, or

(b) Lessee defaults in the performance of any other term or condition hereof and such default is not cured within 30 days after written notice from City, setting forth the nature of such default, or

(c) a receiver is appointed for Lessee, or it is adjudged a bankrupt, or it files a voluntary petition for reorganization under the Bankruptcy Act, as amended, or under any other like law, state of federal, for corporate reorganization or the relief of debtors, or

(d) a petition is filed against Lessee under Chapter X of the Bankruptcy Act, as amended, or under any like law, state or federal, for corporate reorganization or the relief of debtors, and is not dismissed with 60 days, or

(e) Lessee makes an assignment for the benefit of creditors or is adjudged insolvent in any proceedings.

9.03 Immediately upon the happening of any such event, and without any entry or other act by City, this Lease shall expire, ipso facto, cease and terminate with the same force and effect as if the date of the happening of any such event were the date herein fixed for the expiration of the term of the Leased Premises. Lessee waives any demand or notice to quit possession, or any demand for the payment of rent, or for the performance of any of the covenants herein.

9.04 It is further agreed that, in the event of the termination of this Lease by the happening of any such event, City shall forthwith, upon such termination, and notwithstanding any other provisions of this Lease to the contrary, become

entitled to recover, as and for liquidated damages caused by such breach of the provisions of this Lease, an amount equal to the difference between the then cash value of the rent reserved hereunder for the unexpired portion of the term of this Lease and the then cash rental value of the Leased Premises for such unexpired portion of the term of this Lease, unless any statute which governs or shall govern the proceeding in which such damages are to be proved, limits or shall limit the amount of such claim capable of being so proved. In that case, City shall be entitled to prove, as and for liquidated damages, an amount equal to that allowed by or under any such statute. In making any such computation, the then cash rental value of the Leased Premises shall be deemed prima facie to be the rent realized upon any reletting, if such reletting can be accomplished by City within a reasonable time after such termination of this Lease. The then present cash value of the future rents hereunder reserved to City for the unexpired portion of the term of this Lease shall be deemed to be such sum if invested at 10 percent simple interest, as will produce the future rent over the period of time in question.

9.05 The provisions of this paragraph of this Lease shall be without prejudice to City's right to prove, in full, damages for rent accrued prior to the termination of this Lease, but not paid.

9.06 This provision of this Lease shall be without prejudice to any rights given to City by any pertinent statute to prove any amounts allowed thereby.

9.07 Lessee agrees to pay reasonable expense of preparation and delivery of any notice of default, including attorney fees.

9.08 No right or remedy shall be exclusive of any other right or remedy,

and each and every right or remedy shall be cumulative and in addition to any other right or remedy given by this Lease or now or hereinafter existing at law or in equity.

9.09 In addition to any remedies given City by any provisions of this Lease, City shall be entitled, to the extent permitted by law, to injunctive relief in the case of any violation, or attempted or threatened violation, of any of the convents, agreements or provisions of this Lease.

9.10 City is entitled to recover its reasonable attorney's fees, costs and expenses incurred by reason of exercising its remedies under this Lease.

9.11 If City, without its fault, is made a party to any litigation commenced against Lessee or because of Lessee's activities, and if Lessee, at its expense, fails to provide City with legal counsel satisfactory to City, Lessee shall pay all costs and reasonable attorney's fees incurred or paid by City in connection with such litigation.

10. CITY'S DEFAULT.

10.01 City shall not be in default in the performance of any of its obligations under this Lease, unless and until it shall have failed to perform any such obligations within 30 days after Lessee has given City written notice specifying the obligation City has failed to perform.

11. HOLDOVER.

11.01 Should Lessee remain in possession of the Leased Premises with the consent of City after the termination of the term, or any extension thereof herein granted, then the tenancy thereby created shall be a tenancy from month to month, but otherwise subject to all of the terms and provisions of this Lease,

and the rental under such monthly tenancy shall be the amount per month as determined by City in its sole discretion.

12. ENVIRONMENTAL MATTERS

12.01 Environmental Covenant. Lessee agrees that it shall not construct, deposit, store, dispose, place or locate on the Leased Premises or anywhere on the Real Estate, any material, element, compound, solution, mixture, substance or other matter of any kind, including solid, liquid or gaseous material, that: (i) is a hazardous substance as defined in the Federal Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601, et. seq., the regulations promulgated from time to time thereunder, environmental laws administered by the United States Environmental Protection Agency and similar laws and regulations of the State of Indiana, County of Allen, or any other governmental organization or agency; (ii) contains in any form asbestos; or (iii) may cause or contribute to the damage of the public health or environment.

12.02 Compliance with Environmental Laws, etc. Lessee shall comply with any and all laws, regulations, codes and requirements with regard to the storage and disposal of materials used in the conduct of Lessee's business upon the Premises. Lessee further agrees to comply with any and all requirements of City's insurance carrier and any independent environmental consultants employed by City with regard to the storage and disposal of materials used in the conduct of Lessee's business upon the Premises. Lessee agrees to provide documentation evidencing its compliance with this paragraph to City.

12.03 Environmental Indemnification. Lessee agrees to indemnify, defend and hold City harmless from and against any and all claims, demands, liabilities, damages, suits, actions, judgments, fines, penalties, losses, costs and expenses (including, without limitation, attorney fees and paralegal fees) arising or resulting from or suffered, sustained or incurred by City as a result (direct or indirect) of the breach by Lessee of the covenants contained in paragraphs 12.01 and 12.02 above. The indemnity contained herein shall survive the termination of this Lease.

13. NON-WAIVER PROVISION.

13.01 The failure or omission of City to declare this Lease terminated because of a default of Lessee in the performance of any of its covenants or warranties herein contained shall not operate to bar, abridge or destroy the right of City to declare this Lease terminated upon any subsequent forfeiture or cause of forfeiture of this Lease by Lessee.

14. NOTICE.

14.01 When any notice is required or permitted by this Lease, it may be given either in person or by written notice, mailed by certified mail, return receipt requested, to the proper party at the address shown below, or at such other address as may be designated by written notice hereunder.

Lessor: City of Fort Wayne
Board of Public Works
Room 920
City-County Building
One East Main Street
Fort Wayne, Indiana 46802
Attention: Chairperson, Board of Public Works

Lessee: Confluence, L.L.C.
4206 River Bluff Drive
Fort Wayne, Indiana 46835
Attention: Don Young

15. RELATIONSHIP OF THE PARTIES.

15.01 This Lease is intended by the parties to create only the relationship of Lessor and Lessee. It is not intended and shall not be construed to give any right to any third party or to create the relationship of principal and agent, or to create a partnership, joint venture or other association between City and Lessee.

16. SAVINGS CLAUSE.

16.01 The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

17. SUCCESSORS AND ASSIGNS.

17.01 This Lease, and each and every right and obligation under it, shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, if any.

18. TRANSFER OF CITY'S INTEREST.

18.01 In the event of any transfer of City's interest in the premises, the City shall be relieved of any and all of its obligations and liabilities accruing from and after the date of such transfer.

19. DELAYS.

19.01 In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason

of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Lessee from prompt payment of rent, additional rent or any other payments required by the terms of this Lease.

20. MISCELLANEOUS.

20.01 Except for reasons determined solely by the City to be beyond the control of Lessee and 19.01 notwithstanding, in the event Lessee fails to complete construction of the improvements to the Leased Premises as contemplated herein within one year of the date of this Lease, Lessee shall voluntarily terminate its leasehold interest in the Leased Premises and shall terminate its rights under the Use Agreement. All costs associated with the termination of the Lease and/or the Use Agreement shall be borne by Lessee.

20.02 Lessee agrees to spend approximately $600,000.00 in the development of the ITB, Patio and Docking Area in accordance with its pro forma dated June 30, 1998.

20.03 Lessee agrees that upon the reconfiguration of the Docking Area and the construction of the Patio with its associated relocation of the curbing, landscape dividers and a sprinkling system, that it will maintain the landscape dividers and sprinkling system located within the dividers during the entire term

of this Lease.

20.04 Lessee and City agree that a Memorandum of Lease shall be executed by the parties for recording with the Allen County Recorder's Office in lieu of recording this Lease Agreement.

21. GOVERNING LAW.

21.01 This Agreement shall be construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed effective on the day and year first set forth above.

CITY:
City of Fort Wayne,
Board of Public Works

LESSEE:
Confluence, L.L.C.

By: _____
Linda Buskirk, Chairperson
Board of Public Works

By: _____
Don Young

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State this 23rd day of September, 1998, personally appeared Linda Buskirk, Chairperson, Board of Public Works, on behalf of City of Fort Wayne, and acknowledged the execution of the foregoing Lease Agreement to be her voluntary act and deed.

Witness my hand and Notarial Seal.

(SEAL)

My Commission Expires:

5-21-99

_____, Notary Public
A Resident of Allen County, IN

Carolyn S. Newport
Notary Public, State of Indiana
Allen County
My Commission Expires 06/21/99

62

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State this 17 day of September, 1998, personally appeared Don Young and acknowledged the execution of the foregoing Lease Agreement to be his voluntary act and deed.

Witness my hand and Notarial Seal.

(SEAL)

My Commission Expires:

2-21-2000

Sue L. Bunnell
, Notary Public
A Resident of Allen County, IN

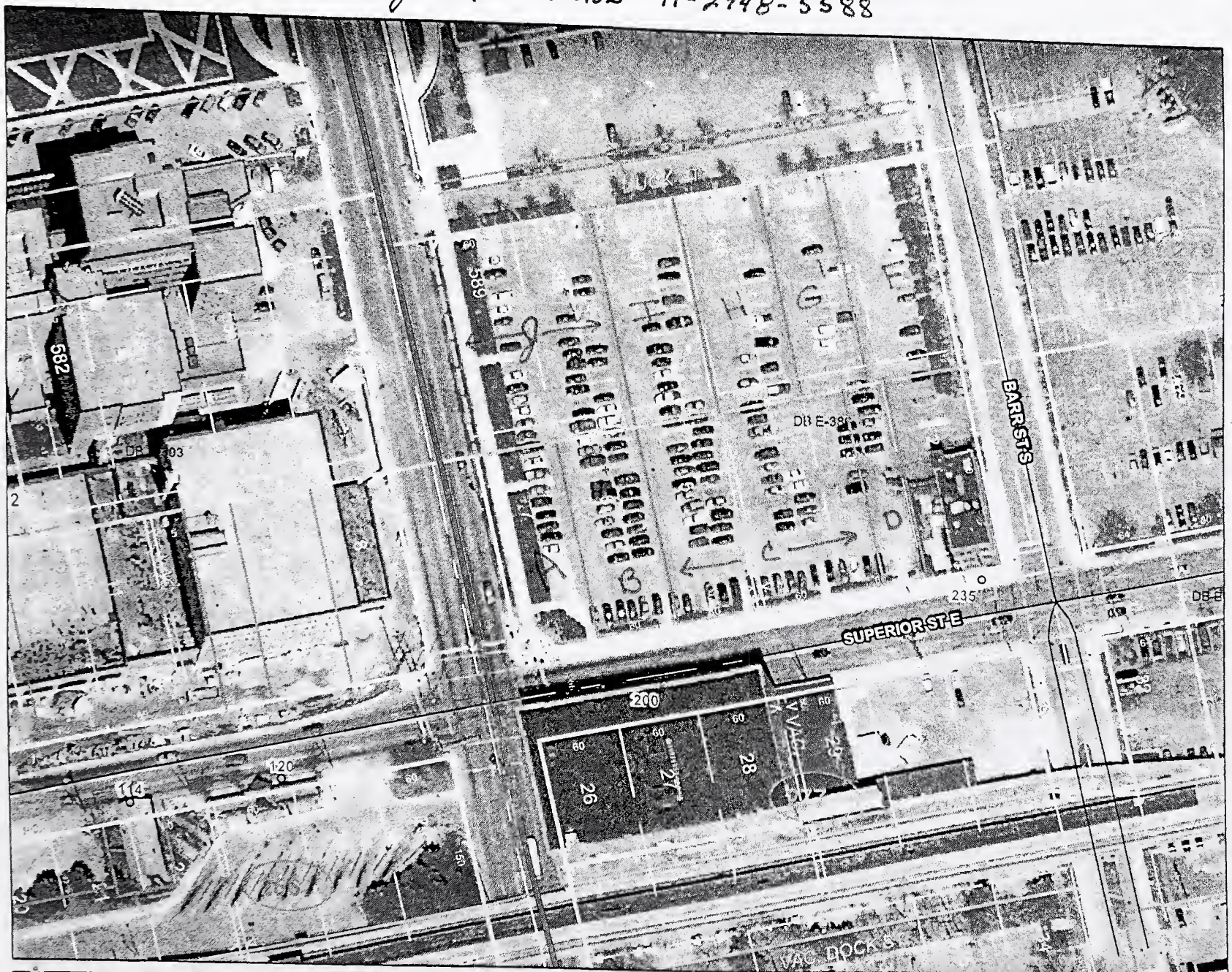
SUE L. BUNNELL, Notary Public
My Commission Expires: Feb. 21, 2000
Resident of Allen County, Indiana

Prepared by Daniel J. Borgmann, Attorney at Law, 300 Metro Building Fort Wayne, Indiana 46802.

1 410 Dock 91-2948-5587 J 401 S. Clinton 91-2948-5588

19

A-201 E. Superior
91-2948-5587



Legend
- Address Points
- Sections
- County
- Interstate
- Municipal
- Private
- State
- US Highway

Parcel Line

Alpha Tag
- Claim Line
- County Line
- Geog Twp Line
- Lot Line
- Misc. Line
- Page Match Line
- Parcel Line
- Pol Corp Line
- Pol Twp Line
- Railroad Centerline
- Railroad ROW
- Road Centerline
- Road ROW
- Section Line
- State Line
- Sub Line 100
- Sub Line 400
- Unknown Linear
- Water Line
- Parcels
- Subdivisions

Allen County, Indiana

©2004 Board of Commissioners of the County of Allen

North American Datum 1983
State Plane Coordinate System, Indiana East
Photos: Spring 2003 / Contours:1999

Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims all liability resulting from any error or omission in this map.

N W E S

0 60 120 Feet

****** REAL PROPERTY MASTER FILE CHANGE 2007 PAY 2008 ******

KEY NUMBER: 02-12-02-276-016.000-074 / 91-3572-6002
TAX CODE = 6

OWNER NAME/ADDRESS
FORT WAYNE CITY OF
C/O CLUB SODA RESTAURANT
225 E SUPERIOR ST
FORT WAYNE IN 46802 0000

PROP ADD HOUSE #: 00235 DIR: E
STREET : SUPERIOR ST
ZIP CODE: 46802
DEED: REF#: 94-13758 TRNDAT: 02281995
ACTIVITY DATES: 08132007 08132007
R LAND: 000000000 HOMESTEAD YR = 0000
NR LAND: 000008400 HOME FLAG: N - 00000
TL LAND: 000008400 ACRES: 0.00
R IMPV: 000000000 USE CODE: 430
NR IMPV: 000123900
TL IMPV: 000123900

LEGAL DESCRIPTION
E 58 FT LOT 2
ORIGINAL PLAT ADD

DRAIN INFORMATION

	NUMBER	ACRES	AMOUNT
01	0000000	0.00	0.00
02	0000000	0.00	0.00
03	0000000	0.00	0.00
04	0000000	0.00	0.00
05	0000000	0.00	0.00
06	0000000	0.00	0.00
07	0000000	0.00	0.00
08	0000000	0.00	0.00

XMPT	CTL#	BK#	PG1	PG2
000000000	00000	0	0	0
000000000			0	
000000000	RECONSTRUCTION INFO			
000000000	00000000		0.00	
	00000000		0.00	

(E)

A RESOLUTION declaring the intent to assign assign a Management Agreement by and between the City of Fort Wayne and Light & Breuning, Inc.

Resolution # 95-4-16-08-3

WHEREAS, The City of Fort Wayne Board of Public Works and Light & Breuning, Inc. entered into a Management Agreement, originally dated December 10, 2003, to manage the city's surface parking lot at the northeast corner of Clinton and Superior Streets, in Fort Wayne, Indiana, and

WHEREAS, The City of Fort Wayne Board of Public Works has conveyed title of said property to the City of Fort Wayne Department of Redevelopment.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to assign the above referenced Management Agreement to the City of Fort Wayne Department of Redevelopment.

Signed this 16th day of April, 2008.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ASSIGNMENT OF MANAGEMENT AGREEMENT

This Assignment of Management Agreement is by and between the City of Fort Wayne, Board of Public Works (the "Assignor"), and the City of Fort Wayne Department of Redevelopment, (the "Assignee").

RECITALS

The Assignor entered into that certain Management Agreement with Light & Breuning, Inc, originally dated December 10, 2003, a copy which is attached hereto and made a part hereof as Exhibit A to manage the City's surface parking lot at the northeast corner of Clinton and Superior Streets in Fort Wayne, Indiana along with the adjoining sidewalks and public Right of Way east of Barr Street and north of Superior Street.

The Assignor desires to assign and transfer all of its rights in and under said Management Agreement to the Assignee in consideration of the assumption by the Assignee of all of the Assignor's obligations and the Assignee desires to assume all of such obligations in consideration of the assignment.

The Assignee desires to have the Assignor, by and through the City of Fort Wayne Property Management Department, act as its agent on matters related to said Light & Breuning, Inc. Management Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is hereby agreed by and between the Assignor and the Assignee as follows:

The Assignor for valuable and sufficient consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and convey to the Assignee all of its rights, title and interest in and to said Management Agreement; and agrees that the Assignor, by and through the City of Fort Wayne Property Management Department, may act as agent on behalf of the Assignee on matters related to said Management Agreement.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this 14th day of April, 2008.

City of Fort Wayne

By: Daniel A. Brenner

Daniel A. Brenner
Property Manager

IN WITNESS WHEREOF, the Assignee has hereunto set its hand and seal this 14th day of April, 2008.

City of Fort Wayne Department of Redevelopment

By: Greg Leatherman

Greg Leatherman
Executive Director Fort Wayne Redevelopment Commission

Light & Breuning, Inc.

PARKING SYSTEMS

August 8, 2006

Mr. Dan Brenner
City of Fort Wayne
One Main Street
Fort Wayne, IN 46802

Dear Dan:

Pursuant to our discussion today we seek to exercise the option to extend the management agreement to operate the Headwaters Park parking lot for an additional two-year period beginning January 1, 2007.

Should you need any further documentation or have any questions you can reach me at the office 422-6456 or on my cell at 740-2742. Thanks in advance for your consideration of this request.

Sincerely,

Light & Breuning, Inc.

Tim W. Breuning, President

912 Lawrence Drive • Fort Wayne, Indiana 46804 • (260) 422-6456 • Fax (260) 422-6457 • www.lbpark.com
(800) 947-4064 • Indianapolis (317) 824-9519 • Lansing (517) 203-4706 • Grand Rapids (616) 233-0785

MANAGEMENT AGREEMENT

This Management Agreement is entered into between the Board of Public Works of the City of Fort Wayne, Indiana ("Owner") and Light & Breuning, Inc., an Indiana corporation ("Manager"), and is dated this 10th day of December, 2003.

The Owner owns and currently operates a certain surface parking lot at the northeast corner of Clinton and Superior Streets, Fort Wayne, Indiana, along with adjoining sidewalks and public Right of Way East of Barr Street and North of Superior Street (the "Managed Parking Lot"). The Manager currently operates, and/or manages for the benefit of others, certain parking lots and facilities in Fort Wayne, Indiana. The Owner and Manager wish to arrange for management of the Managed Parking Lot. Accordingly, the parties agree as follows:

1. **Parking Lot.** The Owner hereby grants to the Manager the right and privilege to occupy, exclusively, the Managed Parking Lot for the purpose of administering, managing and operating public parking operations thereon at all times during the term of this Management Agreement, including during Special Events as designated by Manager during the term of this Management Agreement (the "Parking Operations"). Manager shall at all times provide parking free of charge to accommodate up to one hundred eighty-five (185) of Owner's employees, and up to fifteen (15) city police vehicles parked by officers attending hearings in the course of their official duties, between the hours of 7:00 a.m. to 5:00 p.m. on Monday through Friday of each week during the term of this Management Agreement. Except during Special Events, as defined above, and subject to reduced availability as a result of free public parking required hereunder, Manager shall make available to Owner for overnight and weekend parking up to one hundred (100) spaces for Owner's stored vehicles. Except during Special Events as described above, from 5:00 p.m. to 7:00 a.m. on week nights and at all times on weekends, Manager shall open the Managed Parking Lot for free public parking. In addition, during weekdays, the Manager shall rent parking spaces to employees and patrons of Club Soda establishment adjacent to the Managed Parking Lot at rates and upon terms established by the Owner.

2. **Term.** The term of this Management Agreement and the manager's right to conduct Parking Operations shall commence on January 1, 2004 and shall end on December 31, 2006. Owner shall have a single option to extend the term of this Management Agreement for an additional term of two (2) years upon the same terms and conditions set forth herein. After termination of this Agreement, the Manager shall retain the right to enter upon the Managed Parking Lot for the purpose of collecting its items of personal property remaining thereon.

3. **Improvements.** Manager shall maintain existing parking control equipment or install at its expense new parking control equipment serving the Managed Parking Lot consisting primarily of three (3) ticket readers, two (2) ticket dispensers and one (1) token acceptor to facilitate patron parking for Club Soda.

4. **Gross Receipts, Operating Expenses and Payments.** The Manager will account in writing on or before April 1, 2005, and April 1 of each subsequent year during the term of this Management Agreement, for all gross parking receipts actually collected from the Parking Operations, at the proposed Special Event rate of not greater than Four Dollars ($4.00) per vehicle entrance; at the normal proposed daily rate of not greater than Two Dollars ($2.00) per vehicle entrance; and at the rate of One Dollar ($1.00) per vehicle entrance for patrons of Club Soda, unless a different amount shall have been approved by Owner. Such gross receipts will include all sums collected by the Manager from the use of space for the parking and storage of motor vehicles, less all refunds, discounts and allowances made by the Manager to its customers. Gross receipts shall not include the value of parking spaces used by employees of the Owner during Manager's operation of the Managed Parking Lot, provided such employees display some type of identification, mutually approved by Owner and Manager, upon their vehicles identifying them as Owner's employees. As compensation hereunder, Manager will retain one hundred percent (100%) of the first Thirty Thousand Dollars ($30,000.00) in gross receipts from Parking Operations as defined above. Manager will retain thirty percent (30%) of the gross receipts in excess of Thirty Thousand Dollars ($30,000.00). The balance of gross receipts from Parking Operations shall be remitted to Owner on or before the end of the month in which Parking Operations are conducted with respect to the Managed Parking Lot. Manager will pay from its share of receipts normal operating expenses arising from operation of the Managed Parking Lot, including payroll for cashiers, attendants and supervisors, payroll taxes, parking tickets, signage, public liability insurance, daily lot cleanup, storm water fees, sprinkler irrigation fees, electrical lighting fees, snow removal, security and fencing during Special Events, restriping and trash removal charges, and landscape maintenance including the Public Right of Way East of Barr Street and North of Superior Street in accordance with the attached Exhibit A, but excluding real estate taxes or assessments, or repairs to the surface of the lot necessitated by ordinary wear and tear.

5. **The Parking Lot.** The Owner agrees that each Managed Parking Lot shall be usable for the intended purposes hereunder.

6. **Manager's Obligations.** Manager covenants and agrees with Owner that is will diligently: (a) manage, supervise, administer and direct the Parking Operations and render usual and customary services incidental thereto; (b) maintain the cleanliness of the Managed Parking Lot, and improvements thereon, and avoid damage thereto, provided Manager shall not be required to make paving repairs to the Managed Parking Lot, necessitated by ordinary wear from the Parking Operations; (c) employ sufficient personnel to conduct the Parking Operations; (d) endeavor to increase the volume, efficiency and quality of Parking Operations; (e) at the request of Owner, provide a full written accounting within fifteen (15) days after termination of the Parking Operations in respect of Managed Parking Lot reflecting all income and expenditures in connection with the Parking Operations at the Managed Parking Lot; (f) coordinate activities with Owner's representative in connection with the Parking Operations; (g) provide routine preventative maintenance and repairs necessitated by ordinary use of any automated

parking control system, including barrier gates, programmable card readers, ticket readers and dispensers, token acceptors, cash acceptor stations and differential counter; and (h) cause its employees to be clearly identified while conducting Parking Operations, through hats, signs or the like, as employees of Manager.

7. **Insurance.** Manager shall obtain and maintain (a) public liability insurance in the amount of One Million Dollars ($1,000,000.00) showing Owner as an additional insured; and (b) workers' compensation insurance in the amount of statutorily required limits, upon the Parking Operations. To the extent of coverage under such policies, Manager hereby agrees to indemnify and hold harmless Owner from and against any and all liability proximately resulting from Manager's acts or omissions upon the Managed Parking Lots and/or the acts, deeds or omissions of its employees, agents, invitees or officers. Manager shall provide for Manager's employees Workmen's Compensation insurance as and to the extent required by the laws of the State of Indiana. Neither indemnification nor insurance hereunder shall be granted or provided to the extent, or in the event, of liability arising from the acts or deeds of Owner, its employees, agents, designees, invitees or officers. Manager shall deliver to owner copies of Manager's policies of insurance and/or appropriate certificates evidencing such insurance coverages.

8. **Laws and Ordinances.** Manager shall not conduct the Parking Operations in any manner or for any use or purpose which is directly or indirectly prohibited by law or applicable regulations.

9. **Binding Effect.** The terms and conditions of this Management Agreement shall apply to, shall be binding upon and shall insure to the benefit of the parties hereto, their respective successors and assigns.

10. **Effect of Additional Exhibits.** The parties may add to this Agreement additional Parking Lots, or may add dates of operation under this Agreement with respect to Managed Parking Lot by preparing and appending to this Agreement the Exhibits from time to time. Each additional Exhibit shall be deemed a part of this Agreement from the date of its signature and addition. Owner designates Daniel Brenner as its authorized agent for the negotiation, preparation, signature upon and addition of subsequent Exhibits.

11. **Access Cards.** Manager has previously issued two hundred (200) access cards to Owner for the use of its employees. Manager will issue up to one hundred (100) additional access cards per calendar year to Owner for the use of its employees at no additional charge. Manager will issue access cards in excess of one hundred (100) per calendar year for the reimbursed cost of Five Dollars ($5.00) each.

12. **Service Agreement.** The City of Fort Wayne Standard Service Agreement is attached hereto and incorporated thereof as a part of this Management Agreement as Exhibit B.

13. **Schedule of Events.** Manager shall designate Special Events parking and deliver a schedule of said Special Events to the City on or before April 1, of each year during the term of this Management Agreement.

14. **Inspections.** Manager shall meet with the City at the parking lot to inspect premises at least quarterly of each year of this Management Agreement.

15. **Manager Contact.** Manager or a Manager's representative shall be available 7:00 A.M. to 5:00 P.M. Monday through Friday at Light & Breuning, Inc., 912 Lawrence Drive, Fort Wayne, Indiana 46804, (260) 422-6456.

IN WITNESS WHEREOF, the parties hereto have executed this Management Agreement the date first above written.

LIGHT & BREUNING, INC.

Tim W. Breuning, President

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Denise Porter-Ross, Member

John Suarez, Member

ATTEST: _____
Justin Brugger, Clerk

EXHIBIT A

LANDSCAPE MAINTENANCE

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. The work consists of providing labor, materials, services, equipment, and supervision to perform proper maintenance as authorized in these specifications. The work shall include, but is not limited to:

1. Litter and Debris Clean-up
2. Fertilization
3. Weed Control
4. Insect and Disease Control
5. Watering
6. Pruning
7. Winter Protection
8. Soil Sampling
9. Supplying and Planting of Perennials

B. Related work specified elsewhere.

1.02 PERSONNEL

A. The Landscape Contractor or Maintenance contractor's personnel shall be experienced in landscape maintenance. The supervisor and all personnel shall be uniformed including the company name on shirts and jackets.

1.03 INSPECTION

A. Work will be subject to inspection at all times by the Owner and their representatives. The Owner reserves the right to engage an independent testing laboratory to analyze and test materials used during the maintenance procedures.

B. In March and in August, the Landscape Contractor shall inspect the landscape areas for weak or dead trees, shrubs, and other permanent plants. Report to the Owner or their representatives any areas that require replacement or extraordinary attention.

1.04 MAINTENANCE PROCEDURE REVIEWS

A. On the first Monday of each month, the Maintenance Contractor shall meet with the Owner or their representatives. The purpose of this meeting is:

1. To inspect the site for any problems which are not currently covered in the maintenance contract.

2. To review the work accomplished during the past month. An itemized list of work completed is to be sent to the Parks Department Supervisor of Horticulture each month.

3. To review activities for the following month.

PART 2 - MATERIAL

2.01 FERTILIZER AND CHEMICALS

A. Plant Beds: AGRIFORM 16-7-12 (+Iron) fertilizer, or approved equal.

B. "Or Equal" formulations and release material substitutions shall be at the discretion and approval of the Owner or their representatives.

2.02 HERBICIDE: TRIMEC, or approved equal.

2.03 BARK MULCH: Shredded hardwood or approved equal.

PART 3 – EXECUTION

3.01 SPRING CLEAN UP

A. The Maintenance Contractor shall conduct a clean up of the planting beds as soon as the winter season has past (March). All bed areas shall be raked clean of all debris. Daylilies shall be cut back to 1 ½" high. Broken, dead, and diseased branches shall be removed from trees and shrubs.

3.02 FERTILIZATION

A. Fertilization of Plant Materials:

1. Time of application: Beginning of April.

2. Rate of application:

a. Trees – 2 oz. per inch caliper of tree.
b. Shrubs – 2 oz. per foot of height per plant over area of planting bed.
c. Groundcover – 2 oz. per S.F. of bed area.
d. Perennials – 6 lbs. per 1000 S.F. of bed area.

3.03 WEED CONTROL

A. Weeds developing in planters shall be removed by hand on a weekly basis. Remove entire plant by hand, being careful not to disturb root system of shrubs and annuals.

3.04 INSECT AND DISEASE CONTROL

A. Monitor all plant material on a bi-weekly basis for any developing insect and/or disease infestation.

B. Notify the Owner or their representative of any developing infestation for assessment and direction for appropriate control by contractor.

C. Control of insect and/or disease infestation shall be done on an as need basis by the contractor under this contact.

3.05 WATERING

A. Trees and Shrubs

1. It is the responsibility of the Maintenance Contractor to familiarize himself with the exiting automatic irrigation system in place for the convenience and ease of watering planting areas.

2. The Maintenance Contractor shall be responsible for adjusting the timing program to meet proper planting requirements. Soil shall be kept moist to a depth of 6". The shade side of buildings shall be carefully monitored to balance the system and avoid over-watering of these areas.

3. Water sufficiently to maintain moist soil conditions within the root zone of the plant.

4. Monitor soil moisture levels of plants by examining soil core samples from the root zone area on a weekly basis.

5. If excessive moisture or drought conditions develop, such conditions shall be brought to the attention of the Owner for corrective measures.

6. During extended dry periods, water newly planted trees with a deep root feeder inserted in the tree ball four equally spaced locations around the trunk. Water sufficiently to soak the root zone.

3.06 FALL CLEAN UP

A. All planting beds shall be cleaned of all leaves and debris.

B. All debris from the maintenance operations shall be picked up and disposed of off site in a legally acceptable manner.

3.07 PRUNING

A. Inspect plant material at frequent intervals (a minimum of once per month), especially after storms. Remove all dead, broken, torn, or frayed limbs or branches to the nearest lateral branchlet behind the damage.

B. Prune for maintenance of the natural form of the plant in early spring and again in late summer according to the flowering pattern or growth habit of the plant.

C. Do not prune plant material into geometrical forms. Prune plants in beds as a mass, not as individual plants.

D. All plant clippings shall be removed from the plants and beds and disposed of off site.

E. Prune lower limbs of shade trees to eliminate danger to pedestrians. Review pruning height with the Owner or their representative prior to pruning plants.

F. Shade trees shall be pruned in even numbered years to raise lower limbs to 12', remove crossing and rubbing branches, and to correct structural problems.

3.08 MULCH

A. Maintain a 3" mulch layer on all plants throughout the season.

3.09 SOIL SAMPLING

A. As soon as the ground thaws, perform a soil test to verify the proper quantity of soil amenities required. Report test results and recommendations to the Owner or their representative.

3.10 CLEANING

A. Perform cleaning operations during and upon completion of activities. Remove from site all excess materials, soil, debris, and equipment. Repair any damage caused by maintenance operations.

3.11 IRRIGATION SYSTEM

A. Arrange for a qualified irrigation contractor to START UP the irrigation system after the last spring freeze and no later than MAY 1. Arrange for a qualified irrigation contractor to SHUT DOWN the system before the first autumn freeze and no later than OCTOBER 1. Instruct the contractor to troubleshoot and repair any problems identified during start up and shut down. Maintain the system in good repair throughout the irrigation season.

SERVICE AGREEMENT: _____

SUPPLIER NAME Light & Breuning, Inc.	CITY DEPARTMENT Property Management
STREET ADDRESS 912 Lawrence Drive	STREET ADDRESS One E. Main St., Room 350
CITY, STATE, ZIP CODE Fort Wayne, IN 46804	CITY, STATE, ZIP CODE Fort Wayne, IN 46802
ATTENTION Tim W. Breuning	INVOICE ADDRESS same
TELEPHONE (260) 422-6456 / FAX (260) 422-6457	CITY, STATE, ZIP CODE
REMIT-TO ADDRESS same	ATTENTION Daniel A. Brenner
CITY, STATE, ZIP CODE	TELEPHONE (260) 427-1402 / FAX (260) 427-1393

Service Description	**Rates**
Management of NE Corner of E. Superior and Clinton Sts. Parking Lot	As Stated in the Management Agreement
Aggregate Price	

The following Attachments are part of this Agreement:
Exhibit A: **LANDSCAPE SPECIFICATIONS (as reviewed)**
Exhibit B: **Management Agreement**

SERVICE ADDRESS NE Corner E. Superior & Clinton Sts.
CITY, STATE, ZIP CODE Fort Wayne, IN 46802
AGREEMENT START DATE January 1, 2004
AGREEMENT END DATE December 31, 2006

This Agreement Is entered into between Supplier and the City as of January 1, 2004. The additional terms and conditions on the reverse side hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract at its option, for an equivalent period, by written notice to the Supplier not less than thirty days prior to the expiration date.

SUPPLIER:	City of Fort Wayne
By (Signature): Tim W. Breuning	By (Signature): Daniel A. Brenner
Printed Name: Tim W. Breuning	Printed Name: Daniel A. Brenner
Title: President	Title: Property Manager
Date: 12-18-2003	Date: 12-18-03
FEDERAL TAX ID NUMBER: 35-1624036	

A RESOLUTION declaring the intent to convey title of real estate owned by the City of Fort Wayne.

Resolution # 95-4-16-08-2

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of the property located northeast corner of Clinton Street and Superior Street, Fort Wayne, Indiana and more particularly described as:

Lots Number Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) in the Original Plat to the Town, (now the City) of Fort Wayne, together with Lots numbered Five Hundred Eighty Four (584), Five Hundred Eighty Five (585), Five Hundred Eighty Six (586), Five Hundred Eighty Seven (587), Five Hundred Eighty Eight (588) and five Hundred Eighty Nine (589) in Samuel Hanna's Addition to the City of Fort Wayne.

WHEREAS, The City of Fort Wayne Department of Redevelopment is prepared to work with private developers regarding this property.

WHEREAS, The Board of Public Works has determined that it is in the best interest of the City's taxpayers to convey said property to the City of Fort Wayne Department of Redevelopment.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to convey the above-named property, following all applicable state statutes.

Signed this 16th day of April, 2008.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

Mail Tax Bills To
Room 880
City County Building
Fort Wayne, In 46802

WARRANTY DEED

THIS INDENTURE WITNESSETH, that **the City of Fort Wayne,** of Allen County in the State of Indiana ("Grantor") CONVEYS AND WARRANTS to the **City of Fort Wayne, Department of Redevelopment** ("Grantee") of Allen County in the State of Indiana in consideration of One Dollar and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Allen County, in the State of Indiana:

Lots Number Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) in the Original Plat to the Town, (now the City) of Fort Wayne, together with Lots Numbered Five Hundred Eighty Four (584), Five Hundred Eighty Five (585), Five Hundred Eighty Six (586), Five Hundred Eighty Seven (587), Five Hundred Eighty Eight (588) and Five Hundred Eighty Nine (589) in Samuel Hanna's Addition to the City of Fort Wayne.

Subject to all taxes, easements, limitations, and restrictions of record.

Dated this 14th day of April, 2008.

City of Fort Wayne

Daniel A. Brenner

Daniel A. Brenner
Property Manager
City of Fort Wayne

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of April, 2008, personally appeared **Daniel A. Brenner, Property Manager for the City of Fort Wayne,** and acknowledged the execution of the foregoing deed on its behalf. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 11-13-2008 Signature: Linda D. Meyer

Resident of Allen County, Indiana Printed Name: Linda D. Meyer

Notary Public

LINDA D. MEYER NOTARY SEAL NOTARY PUBLIC STATE OF INDIANA

This instrument prepared by James T. Howard, Attorney at Law.

I affirm, under penalties of perjury, that I have taken reasonable care to redact the social security numbers in this document, unless required by law.
James T. Howard

LINDA D. MEYER NOTARY SEAL NOTARY PUBLIC STATE OF INDIANA

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: April 23, 2008

RE: 2007 PSAC Furniture Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $77,955.92 to be paid from the proceeds of the 2007 PSAC Furniture Lease Financing which are held in an escrow at JP Morgan Trust Company.

Indiana Data Center	PR #17	60,565.00
Knoll, Inc.	PR #17	200.92
Infusion, Inc.	PR #17	8,645.00
Peter Pepper Products	PR #17	1,500.00
Crescent Products	PR #17	7,045.00
Total for Payment Requests		**$ 77,955.92**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

April 23 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: April 23, 2008

RE: 2005 Fort Wayne Municipal Building Corp - Fire Stations #18 & #19

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $1,500.00 to be paid from the proceeds of the 2005 FWMBC - Fire Stations #18 & #19 which are held in an escrow at Wells Fargo Corporate Trust Services.

Wells Fargo	PR #46	1,500.00
	Total for Payment Requests	**$ 1,500.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

April 23, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: April 23, 2008

RE: 2007 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $4,100.00 to be paid from the proceeds of the 2007 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #22

Barney's Auto Electric Service	4,100.00
Total for Payment Requests	**$ 4,100.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

April 23, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: April 23, 2008

RE: 2008 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $37,181.10 to be paid from the proceeds of the 2008 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #1

Diversity Media Group/Ink	124.95
Big Sky Racks	2,181.30
Precision Mounting Technologies	4,554.87
Fort Wayne Newspapers	687.96
Kelley Chevrolet/GMAC	20,153.25
Barney's Auto Electric	9,478.77
Total for Payment Requests	**$ 37,181.10**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

April 23, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: April 15, 2008

RE: SRF (STATE REVOLVING FUNDS) – **2005 Sewer Works**

Please include the following sewer SRF payments with the City Utilities vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$ 26,117.00.** These payments will be made using the 2005 sewer State Revolving Funds. These expenses are for the WPCP Primary Clarifiers project - W.O. 74742 and the Parkerdale Storm Sewer – W.O. 74750.

Draw #176	Geiger Developing	$ 11,752.00
Draw #177	D L Z	14,365.00
	Total SRF Payments	**$ 26,117.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

April 23, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: April 16, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utilities' vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$ 47,371.00.** These payments will be paid with the 2006 Waterworks State Revolving Fund loan. These expenses are for the Lime Sludge Pumping – Phase II Project and the 3RFP Disinfection Improvement.

Draw #91 & #92	Black & Veatch Corp.	$ 47,371.00
Total SRF Payments		**$ 47,371.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

April 23, 2008
Date

Bellefield CIPP
RESOLUTION NO. 2076-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies, and equipment required to perform repairs of damaged sewer pipe in the city by means of cured-in-place lining as indicated in the project documents and drawings.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Bellefield CIPP

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Bond).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $510,000.00.

APPROVED THIS 23 DAY OF April, 2008.

BOARD OF PUBLIC WORKS

BY: _____
Regina A. Kostoff, Chair

BY: _____
Kumar Menon, Member

BY: _____
John Suarez, Member

ATTEST: _____
Marilyn Huth, Clerk

HARRISON SQUARE OFFSITE PHASE I-B
RESOLUTION NO. 2092-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS and THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

> Orders the construction of 997 LF of sanitary sewer; 1,370 LF of water main; 1,635 LF of storm sewer and all other appurtenances and work necessary for the improvement, generally located along Webster Street, Brackenridge Street and Ewing Street in downtown Fort Wayne.

Said improvements with all their appurtenances shall be bid and constructed in accordance with the plans and specifications titled, "Harrison Square Offsite Phase I-B."

Declares the cost of the said improvements shall be paid by the funds from the Sanitary Sewer Utility, the Water Utility and the Stormwater Utility.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the Board of Public Works and the Board of Stormwater Management have acquired all necessary property rights.

Declares the engineer's estimate of the project's total construction cost is $750,000.

APPROVED THIS 23 DAY OF April, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

Marilyn Huth, Clerk

BOARD OF STORMWATER MANAGEMENT

Robert P. Kennedy, Chairman

John Suarez, Member

~~Regina A. Kostoff~~, Member
Matthew Wintz

Marilyn Huth, Clerk

IMPROVEMENT RESOLUTION NO. 7185-08

Ardmore Avenue & Taylor Street Intersection
WORK ORDER NO. 11801

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Ardmore Avenue & Taylor Street intersection by installing new traffic control signal system, widening pavement for left turn lanes in all four directions and westbound auxiliary right turn lane, street lighting, storm sewer, curbs, walks/trails, driveway approaches, mulched seeding and other related roadway work.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 23 day of April, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Ardmore Avenue & Taylor Street Intersection **RES. NO.: 7185-08**
4/18/2008 **W.O. NO.: 11801**
BID DATE: May 14, 2008

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Mobilization and Demobilization	1.00	LS	60,000.00	60,000.00
2	Production Staking	1.00	LS	16,400.00	16,400.00
3	Clearing Right of Way	1.00	LS	15,000.00	15,000.00
4	Remove Tree, 4"-15"	10.00	EA	350.00	3,500.00
5	Remove Tree, 24"-30"	6.00	EA	1,000.00	6,000.00
6	Remove Tree, 36"-48"	4.00	EA	2,400.00	9,600.00
7	Mailbox Assembly Remove and Rest	6.00	EA.	150.00	900.00
8	Common Excavation	1,150.00	CYS	10.00	11,500.00
9	Bituminous surface, 11	810.00	TON	50.00	40,500.00
10	Bituminous Binder, 8 or 9	2,475.00	TON	48.00	118,800.00
11	Bituminous Base, 5	1,725.00	TON	45.00	77,625.00
12	Bituminous Base, 5D	1,725.00	TON	38.00	65,550.00
13	Asphalt for Tack Coat	9.00	TON	300.00	2,700.00
14	Bituminous Material for Wedge and Level (Undistributed Quantity)	400.00	TON	40.00	16,000.00
15	Special Subgrade Treatment	8150.00	SYS	7.50	61,125.00
16	Compacted Aggregate for Base, No. 53	3,000.00	TON	12.00	36,000.00
17	Surface Milling, Asphalt (Undistributed Quantity)	2,600.00	SYS	5.00	13,000.00
18	Concrete Curb Type II-B	4,100.00	LFT	15.00	61,500.00
19	Concrete Sidewalk, 4in.	2,900.00	SYS	25.00	72,500.00
20	Concrete Sidewalk, Remove	475.00	SYS	3.00	1,425.00
21	Curb Ramp, Concrete, E	18.00	SYS	45.00	810.00
22	Curb Ramp, Concrete, H	130.00	SYS	45.00	5,850.00
23	Cement Concrete Pavement for Driveways, 6 in.	375.00	SYS	34.00	12,750.00
24	Cement Concrete Pavement for Driveways, 8 in.	220.00	SYS	38.00	8,360.00
25	Pipe End Section, 12 in.	2.00	EA.	150.00	300.00
26	Pipe End Section, 15 in.	1.00	EA.	300.00	300.00
27	Pipe End Section, 24 in.	1.00	EA.	400.00	400.00
28	Grated Box End Section, Type I, 3:1, 12"	1.00	EA.	1,500.00	1,500.00
29	Pipe, RCP, 12" Diameter	188.00	LFT	30.00	5,640.00
30	Pipe, RCP, 15" Diameter	432.00	LFT	35.00	15,120.00
31	Pipe, RCP, 18" Diameter	804.00	LFT	45.00	36,180.00
32	Pipe, RCP, 24" Diameter	553.00	LFT	55.00	30,415.00
33	Pipe, PVC SDR35, 12" Diameter	555.00	LFT	50.00	27,750.00
34	Pipe, PVC SDR26, 12" Diameter	436.00	LFT	60.00	26,160.00
35	12" Nyloplast Drain Basin	2.00	EA.	800.00	1,600.00
36	Pipe, Perf. HDPE, 4" Diameter For Ditch Underdrain	610.00	LFT	7.00	4,270.00
37	48 in. Manhole with Casting	8.00	EA.	2,600.00	20,800.00
38	60 in. Manhole with Casting	5.00	EA.	3,600.00	18,000.00
39	2'x3' Inlet with Casting	12.00	EA.	2,000.00	24,000.00
40	30 in. Round Inlet with Casting	8.00	EA.	1,600.00	12,800.00
41	30 in. x 30 in. Inlet with Casting	2.00	EA.	1,800.00	3,600.00
42	Stormceptor System STC 4800	1.00	EA	30,000.00	30,000.00
43	Connect to Existing Inlet	2.00	EA.	800.00	1,600.00
44	Connect to Existing Box Culvert	2.00	EA.	1,500.00	3,000.00

45	Remove Existing Inlet	2.00	EA	1,000.00	2,000.00
46	B-Borrow for Sructure Backfill	800.00	CYS	15.00	12,000.00
47	Adjust Casting to Grade	4.00	EA.	250.00	1,000.00
48	Adjust Water Valve to Grade	8.00	EA.	150.00	1,200.00
49	6' Wood Fence	12.00	LFT	100.00	1,200.00
50	Riprap	70.00	TON	22.00	1,540.00
51	Geotextile for Riprap	86.00	SYS	3.00	258.00
52	Geogrid For Undercutting, BX1300 (Undistributed Quantity)	1,600.00	SYS	6.00	9,600.00
54	Mulched Seeding	8,000.00	SYS	1.00	8,000.00
55	Sodding	2,100.00	SYS	9.00	18,900.00
56	Tree, London Plane (Platanus x acerifolia "Bloodgood") Shade Tree, 2-1/2" Single Leader	14.00	EA.	500.00	7,000.00
57	Line, Thermoplastic, Solid, White, 6 in.	340.00	LFT	1.25	425.00
58	Line, Paint, Solid, White, 4 in.	1,515.00	LFT	0.10	151.50
59	Line, Thermoplastic, Solid, White, 24 in.	175.00	LFT	5.00	875.00
60	Line, Thermoplastic, Broken, White, 4 in.	672.00	LFT	0.50	336.00
61	Line, Thermoplastic, Solid, Yellow, 8 in.	2,500.00	LFT	2.00	5,000.00
62	Line, Thermoplastic, Solid, Yellow, 12 in.	325.00	LFT	2.75	893.75
63	Line, Thermoplastic, Solid, White, 4"	900.00	LFT	0.50	450.00
64	Line, Thermoplastic, Solid, Yellow, 4"	2,750.00	LFT	0.50	1,375.00
65	Line, Paint, Solid, Yellow, 4"	950.00	LFT	0.10	95.00
66	Line, Paint, Solid, White, 24"	30.00	LFT	0.85	25.50
67	Pavement Message marking, Thermoplastic, Lane Indication Arrow	8.00	EA.	75.00	600.00
68	Pavement Message marking, Thermoplastic, Word, "ONLY"	8.00	EA.	100.00	800.00
69	Service Point	1.00	EA.	400.00	400.00
70	Signal Support Foundation	4.00	EA.	1,500.00	6,000.00
71	Handhole, Signal	5.00	EA.	800.00	4,000.00
72	Conduit, Steel Garvanized 2 in.	820.00	LFT	9.00	7,380.00
73	Signal Service install	1.00	EA.	400.00	400.00
74	Push Button w/ Sign	4.00	EA.	150.00	600.00
75	Controller & Cabinet, Eagle TS 2 Type 2, Acrta System INSTALLATION ONLY-(Purchased by the City of Fort Wayne)	1.00	EA.	2,000.00	2,000.00
77	Traffic Signal Head, LED, 3 Section 12 in. Red, Amber, Green - Gelcore or Dialight	9.00	EA.	600.00	5,400.00
78	Traffic Signal Head, LED, 5 Section 12 in. Red, Amber, Green, 12 in. Amber & Green Arrow - Gelcore or Dialight	2.00	EA.	1,000.00	2,000.00
79	Span, Catenary, & Tether	4.00	EA.	1,200.00	4,800.00
80	Disconnect Hanger	4.00	EA.	300.00	1,200.00
81	Aluminum Detector Housing	10.00	EA.	600.00	6,000.00
82	Loop Detector Delay Amplifier, 2 Channel	10.00	EA	400.00	4,000.00
83	Saw Cut For Roadway Loop and Sealer	1,750.00	LFT	9.00	15,750.00
84	36 ft. Steel Strain Pole-INSTALLATION ONLY (Purchased by the City of Fort Wayne)	4.00	EA.	1,000.00	4,000.00
85	Signal Pole Foundations	4.00	EA	850.00	3,400.00
86	Signal Cable, 3c/14	400.00	LFT	1.50	600.00
87	Signal Cable, 5c/14	1,450.00	LFT	2.00	2,900.00
88	Signal Cable, 7c/14	785.00	LFT	2.75	2,158.75
89	Signal Cable, 2c/16	2,100.00	LFT	1.25	2,625.00
90	Signal Cable, 3c/8	50.00	LFT	2.50	125.00
91	Signal Cable, 2c/6	400.00	LFT	3.25	1,300.00
92	Street Light Cable, 3c/4	450.00	LFT	4.50	2,025.00
93	Pedestrian Signal Head, 18" w/ Countdown LED's	4.00	EA.	1,000.00	4,000.00
94	Pedestrian Push Button	4.00	EA.	125.00	500.00

95	Signal Cable, Roadway Loop 1c/14	2,500.00	LFT	1.00	2,500.00
96	Sign Sheet, Encapsulated Lens w/ Legend (0.080 inch thickness)	87.00	SFT	14.00	1,218.00
97	Sign Sheet, Street Name "TAYLOR ST." (0.100 inch thickness)	10.00	SFT	14.50	145.00
98	Sign Sheet, Street Name "ARDMORE AVE." (0.125 inch thickness)	12.00	SFT	15.00	180.00
99	Temporary Erosion Control, Perimeter Protection	2,300.00	LFT.	1.75	4,025.00
100	Temporary Erosion Control, Drop Inlet Protection	12.00	EA.	75.00	900.00
101	Temporary Erosion Control, Curb Inlet Protection	24.00	EA.	75.00	1,800.00
102	Temporary Erosion Control, Culvert Protection	4.00	EA.	75.00	300.00
103	Construction Sign, A	25.00	EA.	80.00	2,000.00
104	Barricade, Type III-B	18.00	EA.	150.00	2,700.00
105	Road Closure Sign Assembly	5.00	EA.	125.00	625.00
106	Detour Route Marker Assembly	24.00	EA.	150.00	3,600.00
107	Maintenance of Traffic	1.00	LS	15,100.00	15,100.00
108	Temporary Concrete Barrier	1,300.00	LFT.	40.00	52,000.00
109	Temporary Concrete Barrier Energy Absorbing End Treatment (TL-2)	4.00	EA.	1,750.00	7,000.00
110	Temporary Flexible Tubular Marker	13.00	EA	50.00	650.00
111	2" Plastic Duct	1,200.00	LFT.	5.00	6,000.00
112	2' Round by 8' Deep Concrete Foundation	9.00	EA.	600.00	5,400.00
113	Relocate Existing Light Pole	3.00	EA.	200.00	600.00
114	8' Mast Arm & 400W HPS Luminaire	6.00	EA.	650.00	3,900.00
115	35' Alluminum Bolt Down Pole	6.00	EA.	1,000.00	6,000.00
116	12' Mast Arm & 250W HPS Luminaire	3.00	EA.	800.00	2,400.00
117	Light Foundation, Remove	3.00	EA.	350.00	1,050.00

BASE BID SUB-TOTAL ~~$1,272,211.50~~ $1,312,865.25

	MANDATORY ALTERNATE BID				
1	COMMON EXCAVATION (TRAIL)	1.00	LS	1,500.00	1,500.00
2	COMPACTED AGGREGATE, No. 53 (TRAIL)	109.00	TON	15.00	1,635.00
3	HMA, SURFACE, TYPE A	16.00	TON	65.00	1,040.00
4	HMA, INTERMEDIATE, TYPE A	31.00	TON	60.00	1,860.00
5	HMA FOR APPROACHES, TYPE A	10.00	TON	80.00	800.00
6	MULCHED SEEDING (TRAIL)	620.00	SYS	0.75	465.00
7	12 IN. HDPE	44.00	LFT	25.00	1,100.00
8	30 IN. X 30 IN. INLET W/BEEHIVE CASTING	1.00	EA	1,200.00	1,200.00
9	4' MANHOLE W/24" FRAME AND GRATE	1.00	EA	2,400.00	2,400.00
9	STRUCTURE BACKFILL	8.00	CYS	27.00	216.00
10	LINE, PAINT, BROKEN, YELLOW, 4 IN	54.00	LFT	0.50	27.00
10	TEMP. EROSION CONTROL, PERIMETER PROTECTION	229.00	LFT	1.50	343.50
11	TEMP. EROSION CONTROL, PERIMETER PROTECTION	2	EA	55.00	110.00

ALTERNATE BID SUB-TOTAL: $12,696.50

BASE & ALTERNATE BID TOTAL: ~~$1,284,908.00~~ $1,325,561.75

per Vesta on 5/13/08

STATE ROAD 14 / HADLEY ROAD WATER MAIN ADJUSTMENTS
IMPROVEMENT RESOLUTION NO. 2091 - 2008

WHEREAS, the Indiana Department of Transportation ("INDOT") has prepared plans for the reconstruction and widening of State Road 14 from Hadley Road to Scott Road, together with those sections of Hadley Road immediately north and south of SR 14 ("Project"); and

WHEREAS, the completion of INDOT's Project will require the relocation of approximately 435 feet of the City's 16 inch water mains, relocation of 4 fire hydrants, and related work within the Project area on SR 14 and Hadley Road; and

WHEREAS, Development Services caused to be prepared plans and specifications for the City's relocation work entitled "State Road 14 / Hadley Road Water Main Adjustments Project" ("Plans"), which Plans are attached hereto by reference; and

WHEREAS, Development Services delivered said Plans to, and quotes requested from, eight contractors who are known to engage in the type of work to be completed, and Development Services received quotes from six of the eight contractors at a public meeting held on April 17, 2008, which quotes are listed on the Bid Tabulation form attached hereto as "Exhibit A"; and

WHEREAS, the lowest quote was submitted by Land Construction Corp. in the amount of $87,100.00, which quote, dated April 17, 2008, is attached hereto as "Exhibit B"; and

WHEREAS, Development Services recommends that the Board of Public Works accept the quote submitted by, and award a contract to, Land Construction Corp. in the not-to-exceed amount of $87,100.00.

NOW, THEREFORE, the Board of Public Works hereby declares that:

1. A contract with Land Construction Corp. is approved in the not-to-exceed amount of $87,100.00, as shown on Land Construction's quotation dated April 17, 2008, attached hereto as Exhibit B and made a part hereof, for completion of the work described in the plans entitled "State Road 14 / Hadley Road Water Main Adjustments Project," attached hereto by reference and made a part hereof.
2. The Board requests that the Purchasing Department issue a purchase order to Land Construction Corp. in the amount of $87,100.00.

Adopted, this 23rd day of April, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

Kumar Menon, Member

John Suarez, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

BID TABULATION
STATE ROAD 14 / HADLEY ROAD WATER MAIN ADJUSTMENTS
April 17, 2008, 4:00 p.m.

BIDDER	BASE BID
BERCOT	$ 137,696.00
CROSBY	$ 117,109.00
EARTH	$ 109,966.50
KURTZ	$ 100,424.88
LAND	$ 87,100.00
SCHEIDEMAN	$ 149,375.48
	$
	$
	$
	$

NO OTHERS
4-17-08

EXHIBIT A

City of Fort Wayne
State Road 14 / Hadley Road
Water Main Adjustments

04/15/08

Bid Form

Prepared March 14, 2008
Addendum No. 1 April 11, 2008
Addendum No. 2 April 15, 2008

ITEM NO.	DESCRIPTION OF ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE (FIGURES)	COMPUTED TOTAL COST (FIGURES)
1	MOBILIZATION/DEMOBILIZATION (5% MAXIMUM)	LS	1	1839.50	1839.50
2	16-INCH D.I. PIPE	LF	435	60.50	26317.50
3	16-INCH SOLID SLEEVES	EA	3	400.00	1200.00
4	16-INCH MEGA-LUG RESTRAINING GLANDS	EA	30	198.00	5940.00
5	6-INCH MEGA-LUG RESTRAINING GLANDS	EA	4	45.00	180.00
6	6-INCH D.I. PIPE	LF	83	38.00	3154.00
7	16-INCH DIA. 90 DEGREE BEND; RESTRAINED JOINT INSTALLATION	EA	2	500.00	1000.00
8	16-INCH DIA. 45 DEGREE BEND; RESTRAINED JOINT INSTALLATION	EA	16	460.00	7360.00
9	6-INCH DIA. 45 DEGREE BEND; RESTRAINED JOINT INSTALLATION	EA	2	250.00	500.00
10	16-INCH X 6-INCH REDUCER	EA	1	325.00	325.00
11	16-INCH PLUG; RESTRAINED JOINT INSTALLATION	EA	1	275.00	275.00
12	3/4" TEST RISER (TEMPORARY)	EA	1	110.00	110.00
13	BLOW-OFF ASSEMBLY (TEMPORARY)	EA	1	315.00	315.00
14	16-INCH WATER VALVE (CUT-IN)	EA	1	3830.00	3830.00
15	FIRE HYDRANT ASSEMBLY, TYPE V (RESTRAINED JOINT TEE)	EA	3	2375.00	7125.00
16	FIRE HYDRANT ASSEMBLY, TYPE I (RESTRAINED JOINT TEE)	EA	1	2990.00	2990.00
16	FLOWABLE BACKFILL	CYS	99	72.00	7128.00
17	B-BORROW FOR BACKFILL	CYS	194	21.00	4074.00
18	ASPHALT DRIVE RESTORATION (4" DEPTH MIN.)	SYS	15	48.00	720.00
19	ASPHALT PAVEMENT PATCHING (12" DEPTH MIN.)	SYS	35	74.00	2590.00
20	AGGREGATE SHOULDER REPAIR, #53/#73 (6" DEPTH MIN.)	SYS	15	11.80	177.00
21	REMOVAL OF FIRE HYDRANTS	EA	4	200.00	800.00
22	REMOVE ABANDONED 16-INCH WATER MAIN (HADLEY ROAD)	LS	1	1050.00	1050.00
23	TEMPORARY SEEDING	LS	1	900.00	900.00
24	MAINTAINING TRAFFIC	LS	1	2100.00	2100.00

EXHIBIT B (1 OF 2)

8

City of Fort Wayne
State Road 14 / Hadley Road
Water Main Adjustments

04/15/08

Bid Form

Prepared March 14, 2008
Addendum No. 1 April 11, 2008
Addendum No. 2 April 15, 2008

25	CONSTRUCTION STAKING	LS	1	100.00	100.00
26	WORK ALLOWANCE	LS	1	$5,000.00	$5,000.00
			TOTAL BID PRICE		87100.00

Notes:

1. Bidder acknowledges that the unit quantities of work listed in the Schedule of Unit Prices are estimates only.
2. Unit price bids shall be applied to actual installed quantities of authorized work performed to calculate the total amount of money due the Contractor.
3. If there is an arithmetic error in the tabulation of the TOTAL BID PRICE, the unit prices shall prevail and be used to compute the TOTAL BID PRICE.

Having examined the project site and all matters referred to in the Bid and Contract Documents prepared by the Fort Wayne Board of Public Works for the above-named project, the undersigned hereby offers to enter into a contract to perform the work for the sum listed above under TOTAL BID PRICE.

BID SUBMITTED BY

LAND CONSTRUCTION CORP
Name of Firm

P O BOX 192
LAOTTO, IN 46763
Address, City, State, Zip code

(260) 637-3049
Phone Number

(260) 637-6659
Fax Number

w.ort@apiland.net
E-Mail Address

Signature of Authorizing Officer

4/17/08
Date

KIRK BRAUN - PRESIDENT
Printed Name and Title

STATE ROADS 1 AND 3 UTILITY ADJUSTMENTS
RESOLUTION NO. 2097-2008

WHEREAS, the Indiana Department of Transportation ("INDOT") is preparing plans for the reconstruction and widening of the sections of State Road 1 between I-69 and Trade Wind Court, and State Road 3 between Ludwig and Dupont Roads, which work is to be completed in the 2009-2011 timeframe; and

WHEREAS, the City will need to relocate certain of its sanitary sewer, storm sewer and water utilities to facilitate INDOT's project; and

WHEREAS, Development Services needs to request quotes from excavation contractors for the purpose of locating and determining the depth and condition of the City's utilities within the project limits in order to determine which utilities will be in conflict with INDOT's plans and will need to be relocated; and

WHEREAS, Development Services estimates the cost of the excavation services to be $50,000, and recommends that the Board of Public Works authorize Development Services to request quotes for excavation services.

NOW THEREFORE, be it resolved by the City of Fort Wayne Board of Public Works that Development Services is authorized to request quotes from excavation contractors for the services described above.

Adopted, this 30th day of April, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

Kumar Menon, Member

John Suarez, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

CHANGE ORDER

ENERGY & ENVIRONMENTAL SERVICES DEPARTMENT
APRIL 30, 2008

The Energy & Environmental Services Department is asking to increase the purchase order for its Garbage Cart Maintenance Contract with Toter, Inc. in the amount of $12,595.

This is to cover the cost of picking up extra unwanted carts from residents and for the delivery of carts that accidentally fall into the garbage truck and are crushed. The cost per delivery is $11 each. This is additional work not covered in the maintenance contract. Toter is asking for $3,795 for work completed in 2007.

The Energy & Environmental Services Department is estimating an additional $8,800 will be needed to cover costs incurred in 2008.

Approved this 30th day of April, 2008

By: City of Fort Wayne
Board of Public Works

Regina A. Kostoff, Chair

Kumar Menon, Member

John Suarez, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

APPEAL TO THE BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair
John Suarez, Member
Kumar Menon, Member

Please accept this letter of appeal regarding the assessment on __328 W Sherwood Terrace Ct. under Resolution #_7112-07 which was due on _October 5, 2007 _____ _.

I(we) neglected to return the signed waiver on time because:

Among lots of bills and paperwork I simply did not remember to send it in, and intended to make a payment later and did not realize the Oct 5 date.

I(we) would like your permission to be allowed to sign the waiver to pay the assessment over 10 years at 5_% interest.

Sincerely,

Marna Rentería
Signature

Marna T. Rentería
Printed Name

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

April 30, 2008
Date

Approved by State Board of Accounts for City of Fort Wayne, 2007

City of Fort Wayne

BARRETT LAW
1 E MAIN ST RM 420
FORT WAYNE, IN 46802-1804

BL-0005472

NOTICE OF ASSESSMENT

Account No. 30219R012

RENTERIA MARNA

328 W SHERWOOD TERRACE
FORT WAYNE IN46807

Approved Date: 9/5/2007
Barrett Number: 30219R
Resolution Number: 7112-07
Property Key: 02-12-23-209-026.000-074

328 W SHERWOOD TER
LOT 222 E 17 LOT 223 HARRISON HILL EXT UNIT A

Your assessment is now due and must be paid by cash, check, money order, or bonded. Assessments under $100.00 cannot be bonded.

DUE ON OR BEFORE 10/5/2007

*Delinquent fees will be added after the due date.

PROJECT TYPE	# OF UNITS	UNIT COST	ASSESSED AMOUNT	MISC. CHARGES	ADJUSTMENT	TOTAL
C - CURB	53.00	$15.50000000	$821.50	$0.00	$0.00	$821.50
E - WALKS	53.00	$13.50000000	$715.50	$0.00	$0.00	$715.50
H - DRIVE AP	18.00	$24.00000000	$432.00	$0.00	$0.00	$432.00
I - YARDWAL	2.00	$13.50000000	$27.00	$0.00	$0.00	$27.00

Please Pay This Amount **$1,996.00**

This is a VALID RECEIPT WHEN STAMPED PAID BY COLLECTING OFFICER. Please see that descriptions are correct. When paying by mail, this statement must be returned with a self-addressed, stamped envelope if a receipt is desired.

PHONE: 427-1105 **Make Check Payable To: CITY OF FORT WAYNE BARRETT LAW**

Waiver and Demand of Property Owners

The undersigned against whose real estate an assessment was made on the above approved date according to Barrett No. 30219R, per description given in consideration for having the right to pay said assessments in installments, hereby agree each for himself that he will not make any objections to said assessments for illegality or irregularity, and that he will pay the same at 5.00% interest thereon.

Any property owner who has signed a waiver to pay his/her assessment in deferred installments may, at any time, pay up his/her entire assessment, on the condition that he/she at the same time, pay all interest due on a minimum of the first 1/5 of the installments and the balance of principal due.

If any account is six months or more delinquent, the total assessment (all installments of principal and interest) are considered to be in default and the entire account will be certified to the Allen County Auditor for tax sale before June 1st. of the calendar year following delinquency.

PLEASE SELECT ONE OF THE FOLLOWING OPTIONS

ONE PAYMENT PER YEAR FOR 10 YEARS _____ ONE PAYMENT PER MONTH FOR 10 YEARS _____

If you wish to bond this assessment and return waiver by mail, you must sign this "waiver" section by the above due date. Signatures of all recorded property owners are required and must be notarized if mailed. If the waiver is signed by at least one owner and witnessed in the Barrett Law Office, notarization is not required; however, all owner's signatures must be on the waiver.

Signature: _____

Signature: _____

Installment notices to be mailed to: _____

_____

Subscribed and sworn before me this _____ day of _____ 20 _____

_____
PRINTED NAME OF NOTARY NOTARY'S SIGNATURE

_____ My Commission Expires _____
COUNTY OR RESIDENCE

A RESOLUTION declaring the intent to assign
a Management Agreement by and between the
City of Fort Wayne and Mayflower Investment Group, LLC.

Resolution # 95-5-7-08-2

WHEREAS, The City of Fort Wayne Board of Public Works and Mayflower Investment Group, LLC. entered into a Management Agreement to utilize the East forty (40) feet of the E. Superior Parking Lot from April 1, 2008 through October 31, 2008 for use by the Club Soda Restaurant., in Fort Wayne, Indiana, and

WHEREAS, The City of Fort Wayne Board of Public Works has conveyed title of said property to the City of Fort Wayne Department of Redevelopment.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to assign the above referenced Management Agreement to the City of Fort Wayne Department of Redevelopment.

Signed this 7th day of May, 2008.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ASSIGNMENT OF MANAGEMENT AGREEMENT

This Assignment of Management Agreement is by and between the City of Fort Wayne, Board of Public Works (the "Assignor"), and the City of Fort Wayne Department of Redevelopment, (the "Assignee").

RECITALS

The Assignor entered into that certain Management Agreement with Mayflower Investment Group LLC, originally dated March 14, 2008, a copy which is attached hereto and made a part hereof as Exhibit A to manage and utilize the East forty (40) feet of the South seventy (70) of the City's surface parking lot at the northeast corner of Clinton and Superior Streets in Fort Wayne, Indiana.

The Assignor desires to assign and transfer all of its rights in and under said Management Agreement to the Assignee in consideration of the assumption by the Assignee of all of the Assignor's obligations and the Assignee desires to assume all of such obligations in consideration of the assignment.

The Assignee desires to have the Assignor, by and through the City of Fort Wayne Property Management Department, act as its agent on matters related to said Mayflower Investment Group, LLC. Management Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is hereby agreed by and between the Assignor and the Assignee as follows:

The Assignor for valuable and sufficient consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and convey to the Assignee all of its rights, title and interest in and to said Management Agreement; and agrees that the Assignor, by and through the City of Fort Wayne Property Management Department, may act as agent on behalf of the Assignee on matters related to said Management Agreement.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this 6th day of May, 2008.

City of Fort Wayne

By: Daniel A. Brenner

Daniel A. Brenner
Property Manager

IN WITNESS WHEREOF, the Assignee has hereunto set its hand and seal this 6th day of May, 2008.

City of Fort Wayne Department of Redevelopment

By: Greg Leatherman

Greg Leatherman
Executive Director Fort Wayne Redevelopment Commission

Exhibit A

MANAGEMENT AGREEMENT

The City of Fort Wayne (City) grants Mayflower Investment Group, LLC (Manager) permission to utilize the East forty (40) feet of the South seventy (70) feet of Lot Numbered Three (3) in the Original Plat of the Town (now City) of Fort Wayne, Allen County, Indiana as a part of their ongoing restaurant operations. Said permission shall be granted from April 1, 2008 through October 31, 2008.

Manager will maintain the property and be liable for all operations and costs.

No improvements shall be made upon the property without the City's prior written permission.

This agreement is a short term measure to assist Mayflower Investment Group, LLC in the negotiations with the City to incorporate said property into their existing lease between the City of Fort Wayne and Confluence, LLC, originally dated September 23, 1998, and subsequently assigned to Mayflower Investment Group, LLC on August 12, 2004.

Manager shall defend, indemnify and hold harmless the City and their successors and assignees from any claim, action, liability, loss, damage or suit, arising out of its performance of services.

Manager releases, remises and forever discharges the City, its officers, employees, agents, successors and assigns, severally or jointly from any and all liability, claims, actions, and possible causes of action which may accrue to the Manager, assigns or heirs arising out of its performance of services.

This agreement shall be binding upon and inure to the benefit of the successors, assigns, heirs, and personal representatives.

Signed this 14 day of March, 2008.

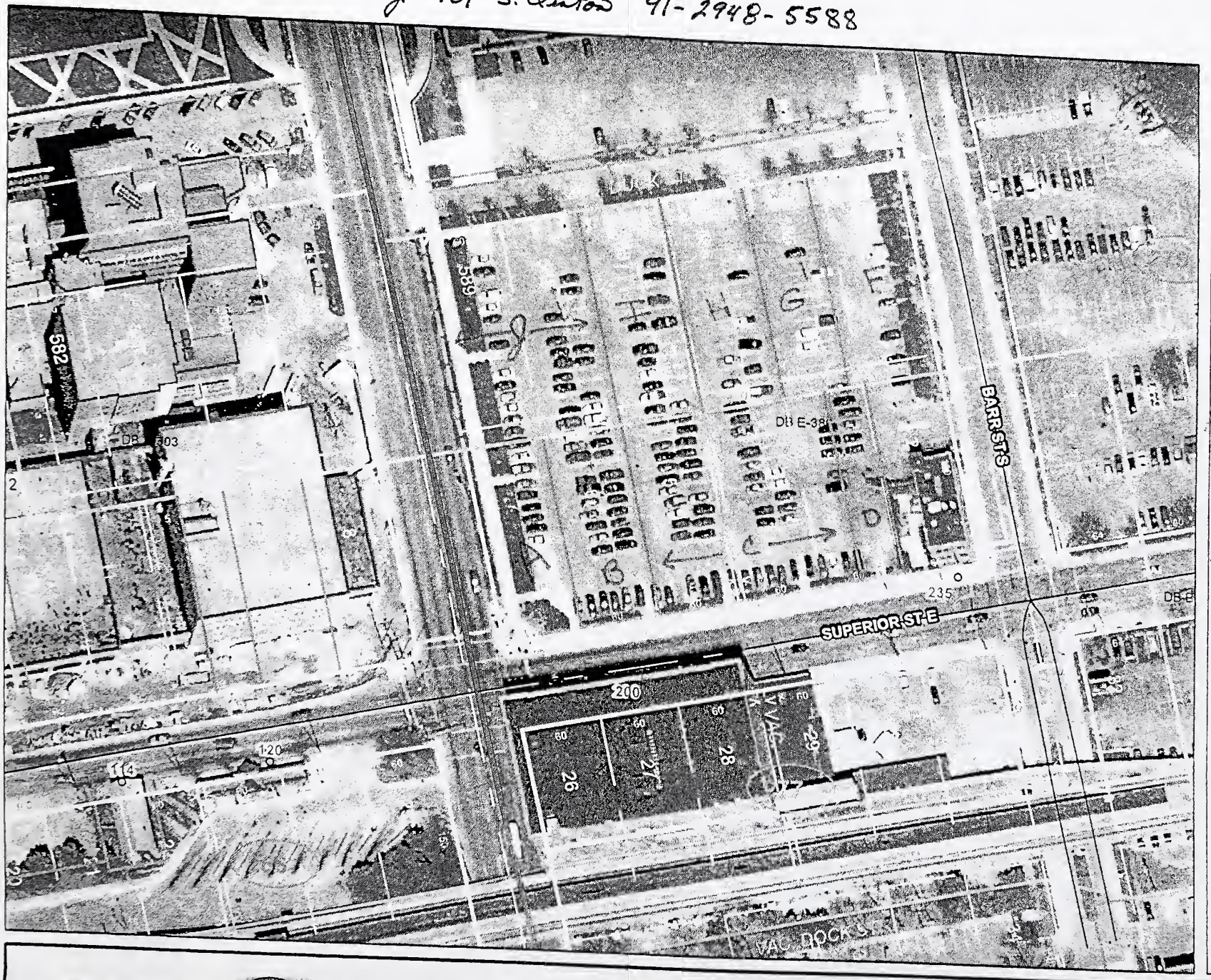
Mayflower Investment Group, LLC

Douglas E. Ulmer, Chief Operating Officer

City of Fort Wayne

Daniel A. Brenner, Property Manager

J 410 Lake 91-2948-5587 J 401 S. Clinton 91-2948-5588



A-201 E. Superior

Legend
- Address Points
- Sections
- County
- Interstate
- Municipal
- Private
- State
- US Highway
- Parcel Line
- Alpha Tag
- Page Match Line
- Parcel Line
- Plat Corp Line
- Plat Twp Line
- Railroad Centerline
- Railroad ROW
- Road Centerline
- Road ROW
- Section Line
- State Line
- Sub Line 100
- Sub Line 400
- Unknown Linear
- Water Line
- Parcels
- Subdivisions

iMap Intelligent Mapping Allen County

Allen County, Indiana
©2004 Board of Commissioners of the County of Allen
North American Datum 1983
State Plane Coordinate System, Indiana East
Photos: Spring 2003 / Contours:1999

Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any liability resulting from any error or omission in this map.

N W E S

0 60 120 Feet

KEY NUMBER: 02-12-02-276-015.000-074 / 91-3572-5003

TAX CODE = 5

OWNER NAME/ADDRESS
FORT WAYNE CITY OF

1 E MAIN ST
ORT WAYNE, IN 46802 0000

PROP ADD HOUSE #: 00225 DIR: E
STREET : SUPERIOR ST
ZIP CODE: 46802
DEED: REF#: 94-13758 TRNDAT: 02281995
ACTIVITY DATES: 03292007 09142005

LEGAL DESCRIPTION
W 2 FT LOT 2 & E 30 FT
LOT 3 ORIGINAL PLAT

R LAND: 000000000 HOMESTEAD YR = 0000
NR LAND: 000000000 HOME FLAG: N - 00000
TL LAND: 000000000 ACRES: 0.00
R IMPV: 000000000 USE CODE: 640
NR IMPV: 000000000
TL IMPV: 000000000

DRAIN INFORMATION

	NUMBER	ACRES	AMOUNT
01	0000000	0.00	0.00
02	0000000	0.00	0.00
03	0000000	0.00	0.00
04	0000000	0.00	0.00
05	0000000	0.00	0.00
06	0000000	0.00	0.00
07	0000000	0.00	0.00
08	0000000	0.00	0.00

XMPT	CTL#	BK#	PG1	PG2
000000000	00000	0	0	0
000000000			0	
000000000	RECONSTRUCTION INFO			
000000000			0.00	
			0.00	

(D)

EMERGENCY RESOLUTION NUMBER #95-5-7-08-1
1212 CLAYTON AVE.

WHEREAS, an existing 15" VCP combination sewer line has collapsed in the easement behind 1212 Clayton and;

WHEREAS, said collapse could not reasonably be foreseen and requires immediate action, and;

WHEREAS, repair of the 15" combination sewer line is beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, T&E Excavating, Liberty Construction, Bercot Construction, Scheidleman Excavating and Allstar Excavating, were invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer repair and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIR.**

APPROVED this 7th day of May ,2008.

BOARD OF PUBLIC WORKS

By Regina A. Kostoff
Regina Kostoff, Chair

By
Kumar Mennon, Member

By John Suarez
John Suarez, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

1212 CLAYTON AVE
COMBINATION SEWER
EMERGENCY REPAIR SPECIFICATIONS

SCOPE OF WORK:

This emergency repair shall consist of the following bid:

ITEM NO. 1

Replacement of plus or minus 8ft of 15" vcp combination sewer and at least one 6"tap. The overall depth of the repair will be approximately 17ft in a grass easement with limited room for equipment.

CONDITIONS OF WORK:

The contractor awarded the emergency repairs shall be required to provide and comply with the following items:

1. City of Fort Wayne Department of Water Resources, Development Criteria/Standards Manual
2. Contractor shall be responsible for and shall be required to comply with all Local, State and Federal Regulations regarding safety procedures, O.S.H.A. requirements and in particular open construction trench protection and confined space entry.
3. Contractor shall be required and responsible for placing and maintaining temporary barricades.
4. Contractor needs to comply with all E.B.E. requirements through City of Fort Wayne Compliance Office.
5. Contractor shall be responsible for dealing with whatever ground condition exists at the time of construction.
6. Contractor shall be responsible to protect, replace, and or repair all existing utilities in the emergency repair site.
7. Contractor is to submit Monthly Report and Manpower Summary to the City Compliance Office, Room #420.
8. Contractor shall be required to obtain and adhere to any and all required permits, including a right of way cut permit and a street barricade permit.

The Contractor is responsible to determine if the temporary removal, relocation, support or bracing of existing items, such as street and traffic signs, power poles, posts, fences, rock gardens, light posts, shrubs, bushes, guard rail, etc., is necessary. Should temporary removal or relocation be necessary, the Contractor shall be responsible to replace or reinstall said items at their original location or at locations designated by the property owners and the Contractor shall restore them to their original or better condition, at no extra cost.

1212 CLAYTON AVE>
COMBINATION SEWER EMERGENCY REPAIRS

BASE BID:
ITEM NO. 1 All costs to complete all work to replace plus or minus 8ft of 15" combination sewer line.

LUMP SUM **$**_____

The emergency repair work shall begin within 1 (one) day from date of obtaining an emergency repair order.

Proposal submitted this _____day of _____, 2008.

FROM_____
Contractor

BY_____

BETTY
LINCOLN
AVENUE
HENRY AVE.
VAC. DEC. RES. 1104-63
HENRY AVE.
LINCOLN PARK ADD.
LINCOLN DRIVE
ACRE AVENUE
ACRE PARK ADD.
AVENUE
TYLER TERRACE APARTMENTS
TYLER AVENUE
ROUSSEAUS PLACE SUB.
AVENUE
ST. MARYS
CRIMMONS
AVENUE
HUGHES ADD.
THUMMS
AMERICAN HOME FINANCING CO. 1ST ADD.
MARSHALL ADDITION
ALTERKRUSE ADD.
MORRIS SUB.
STILWELL ADD.
IRENE
NEUHAUS
POINSETTE
KUHLMAN
THIMLAR ADD.
CLAYTON
ST. MARYS
STATE
BOULEVARD
OLD ABANDONED CB'S HERE MAY STILL BE IN GROUND
RECTANGULAR MANHOLE
PT. LOT
14' ESMT 81-002679
5' ESMT 81-05352
14' ESMT 78-32561
14' ESMT 85-000291
20' ESMT 204077104
20' ESMT 201047750
7' ESMT 56-7029
7' ESMT 56-7028
7' ESMT 56-7022
7' ESMT 56-7025
7' ESMT 56-7023
7' ESMT 56-7024
7' ESMT 56-7026
7' ESMT 56-7027
60' ESMT 73-29927
14' ESMT 56-7026
1' PARTIAL RELEASE
15' ESMT 204085668
24' ESMT 204085668
30' ESMT 204085668
CONT 2004-ST-11
CONT 2004-S-14
RES 642
RES 87
SY-10467
SY-10472
SY-10767
SY-10900
SY-10893
SY-11359
SY-11102
SY-20187
ST-11462
ST-11102
BO 196-87
DEC. RES. 934-56
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K18 253

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: May 7, 2008

RE: 2006 Fort Wayne Municipal Building Corp - Public Safety Academy

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $20,631.75 to be paid from the proceeds of the 2006 FWMBC - Public Safety Academy which are held in an escrow at U.S. Bank Corporate Trust Services/LaSalle Bank.

Project Management Resources	Req #38	12,631.75
Ryan Fire Protection Inc.	Req #38	8,000.00
	Total for Requests	**$ 20,631.75**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

May 7, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: May 7, 2008

RE: 2008 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $59,088.46 to be paid from the proceeds of the 2008 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #2

Motorola	1,863.00
Ziebart	355.35
Barney's Auto Electric	56,870.11
Total for Payment Requests	**$ 59,088.46**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

May 7, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: May 7, 2008

RE: 2007 PSAC Furniture Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $35,563.91 to be paid from the proceeds of the 2007 PSAC Furniture Lease Financing which are held in an escrow at JP Morgan Trust Company.

LA Electric	PR #18	5,721.65
Sensory Technologies	PR #18	730.00
Knoll, Inc.	PR #18	2,856.96
Infusion, Inc.	PR #18	19,442.50
Loomis Bros. Equipment Co.	PR #18	6,812.80
Total for Payment Requests		**$ 35,563.91**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

May 7, 2008
Date

IMPROVEMENT RESOLUTION NO. 7188-08

PARK STATE EAST ADDITION, PHASE III
WORK ORDER NO. 12032

CEDIT NEIGHBORHOOD/REVOLVING BARRETT LAW

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Utah Drive from Oklahoma Trail to 3624 Utah Drive, Santa Fe Trail from Utah Drive to Montana Drive, and Montana Drive from Santa Fe Trail to Oklahoma Trail. New construction of sidewalks & drive approaches and hydroseeding with polymer restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost for SIDEWALKS AND DRIVE APPROACHES shall be assessed 60% on the real estate abutting on said improvements and 40% upon the City of Fort Wayne, Indiana, if the said City is benefited by said improvement and the cost for hydroseeding with polymer restoration shall be assessed 100% on the City, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, and provisions of all Acts amendatory thereto and supplemental thereof.

Assessments if deferred are to be paid in ten equal installments with interest at the rate of five (5) percent per annum as set by the Board of Public Works and shall be financed under Revolving Barrett Law as provided for in the above-entitled acts.

All proceeding and any work done on said improvements, assessment of property, collection of assessments and issuance of Bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

Adopted this 7th day of May, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Park State East Addition Sidewalk, Phase III
Utah Drive & Santa Fe Drive
DATE: 5/1/08

RES. NO.: 7188-08

W.O. NO.: 12032

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete	1695	SY	5.00	8475.00
2.	Concrete Pavement For Residential Drives (6")	520	SY	24.00	12480.00
3.	Concrete Sidewalk (4")	1175	SY	23.00	27025.00
4.	Bed Coarse Material	290	TON	15.00	4350.00
5.	Water Valve, Adjusted To Grade	4	EA	20.00	80.00
6.	Casting Adjust To Grade	5	EA	150.00	750.00
7.	6" Plastic, Group K Pipe	15	LF	10.00	150.00
8.	Tree Removal	5	EA	1200.00	6000.00
9.	New Sugar Maple (2 1/2" DIA.)	5	EA	400.00	2000.00
10.	Tree Root Grinding	30	EA	40.00	1200.00
11.	Fertilize Tree	37	EA	45.00	1665.00
12.	Top Soil	230	TON	15.00	3450.00
13.	Hydroseeding with Polymer (Erosion Control)	1530	SY	2.50	3825.00
14.	Construction Sign Type "A"	8	EA	70.00	560.00
15.	Sediguard Inlet Protection Device or Approved Equivalent For Sediment Control	4	EA	100.00	400.00
16.	Mobilization and Demobilization	1	LS	3620.50	3620.50
17.	Maintenance of Traffic	1	LS	3041.22	3041.22

SUB-TOTAL:	79071.72
E&I @25%	19767.93
TOTAL:	**$98,839.65**

BID

PROJECT: Park State East Addition Sidewalk, Phase III RES. NO.: 7188-08
Utah Drive & Santa Fe Drive
DATE: 5/1/08 W.O. NO.: 12032

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete	1695	SY		
2.	Concrete Pavement For Residential Drives (6")	520	SY		
3.	Concrete Sidewalk (4")	1175	SY		
4.	Bed Coarse Material	290	TON		
5.	Water Valve, Adjusted To Grade	4	EA		
6.	Casting Adjust To Grade	5	EA		
7.	6" Plastic, Group K Pipe	15	LF		
8.	Tree Removal	5	EA		
9.	New Sugar Maple (2 1/2" DIA.)	5	EA		
10.	Tree Root Grinding	30	EA		
11.	Fertilize Tree	37	EA		
12.	Top Soil	230	TON		
13.	Hydroseeding with Polymer (Erosion Control)	1530	SY		
14.	Construction Sign Type "A"	8	EA		
15.	Sediguard Inlet Protection Device or Appr Equivalent For Sediment Control	4	EA		
16.	Mobilization and Demobilization	1	LS		
17.	Maintenance of Traffic	1	LS		

TOTAL: _____

CONTRACTOR WILL BE PAID ON MEASURED QUANTITIES ONLY, AT UNIT PRICE BID.
ALL WORK MUST BE COMPLETED BY: August 1, 2008
NOTE:ANY FORM OF CORRECTION WITHIN THE AREA OF UNIT PRICES, EXTENSIONS, OR TOTAL ON THIS BID MUST BE INITIALED BY THE BIDDER AND WILL BE NOTED AT THE TIME OF OPENING.

_____
Contractors Signature

IMPROVEMENT RESOLUTION NO. 7171-08

CARIBE BLVD. CONCRETE PAVEMENT RECONSTRUCTION
WORK ORDER NO. 12052

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Caribe blvd.from Bahama Ln.to Nassau Dr. by reconstructing existing concrete pavement with 6" plain cement concrete pavement and new ADA curb ramps.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 7th day of May, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Caribe Blvd.-Nassau Dr. To Bahama Ln.

RES. NO.: 7171-08

DATE: 2/28/2008

W.O. NO.: 12052

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete	90	Sy	6.00	540.00
2.	Removal of Pavement	2690	Sy	6.00	16140.00
3.	Concrete Sidewalk (4")	20	Sy	22.00	440.00
4.	Concrete Wingwalk & Ramps (6")	70	Sy	45.00	3150.00
5.	Cement Concrete Pavement, Plain(6") Incl. "Type 1-A Curb	2690	Sy	23.00	61870.00
6.	Underdrain, 6" Perforated Plastic, Group K Pipe (Incl. #8 Aggregate Backfill)	1530	Lf	6.50	9945.00
7.	Top Soil	55	Tn	15.00	825.00
8.	Hydroseeding with HydroStik or equivalent for Erosion Control	320	Sy	3.00	960.00
9.	Backfill Behind Curb	100	Tn	6.00	600.00
10.	Water Valves (Valve-Box) Adjusted to Grade	1	Ea	50.00	50.00
11.	Sediguard Inlet Protection Device or equal w / Curbguard for sediment control	6	Ea	70.00	420.00
12.	Casting Type , (A) Furnished & Adjusted to Grade	2	Ea	450.00	900.00
13.	Casting Type , (C) Furnished & Adjusted to Grade	6	Ea	450.00	2700.00
14.	Type "O" Compacted Aggregate for Base, No.8	450	Tn	15.00	6750.00
15.	Bed Course Material	20	Tn	10.00	200.00
16.	Standard Barricade, Type III, With Type "A" Sign	10	Ea	100.00	1000.00
17.	Construction Signs, Type A	4	Ea	75.00	300.00
18.	Maintenance of Traffic	1	LS	4000.00	4000.00
19.	Mobilization / Demobilization	1	LS	5000.00	5000.00

SUB-TOTAL:	115790.00
E&I @25%	28947.50
TOTAL:	**$144,737.50**

Revised: 02-13-04 90

BID

PROJECT: Caribe Blvd.-Nassau Dr. To Bahama Ln. RES. NO.: 7171-08

DATE:3/5/08 W.O. NO.: 12052

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete	90	Sy		
2.	Removal of Pavement	2690	Sy		
3.	Concrete Sidewalk (4")	20	Sy		
4.	Concrete Wingwalk & Ramps (6")	70	Sy		
5.	Cement Concrete Pavement, Plain(6") Incl. "Type 1-A Curb	2690	Sy		
6.	Underdrain, 6" Perforated Plastic, Group K Pipe (Incl. #8 Aggregate Backfill)	1530	Lf		
7.	Top Soil	55	Tn		
8.	Hydroseeding with HydroStik or equivalent for Erosion Control	320	Sy		
9.	Backfill Behind Curb	100	Tn		
10.	Water Valves (Valve-Box) Adjusted to Grade	1	Ea		
11.	Sediguard Inlet Protection Device or equal w / Curbguard for sediment control	6	Ea		
12.	Casting Type , (A) Furnished & Adjusted to Grade	2	Ea		
13.	Casting Type , (C) Furnished & Adjusted to Grade	6	Ea		
14.	Type "O" Compacted Aggregate for Base, No.8	450	Tn		
15.	Bed Course Material	20	Tn		
16.	Standard Barricade, Type III, With Type "A" Sign	10	Ea		
17.	Construction Signs, Type A	4	Ea		
18.	Maintenance of Traffic	1	LS		
19.	Mobilization / Demobilization	1	LS		

TOTAL: _____

CONTRACTOR WILL BE PAID ON MEASURED QUANTITIES ONLY, AT UNIT PRICE BID.
ALL WORK MUST BE COMPLETED BY: SEPTEMBER 19, 2008
NOTE:ANY FORM OF CORRECTION WITHIN THE AREA OF UNIT PRICES, EXTENSIONS, OR TOTAL ON THIS BID MUST BE INITIALED BY THE BIDDER AND WILL BE NOTED AT THE TIME OF OPENING.

_____
Contractors Signature

NOTICE TO CONTRACTORS

NOTICE is hereby given by the Board of Public Works of the City of Fort Wayne, Indiana, that sealed proposals will be received by the **Board of Public Works at its office in Room 420, City-County Building until 8:30 A.M. on WEDNESDAY, 5/28/08** and in the Omni Room, Room 250, City-County Building until **8:30 to 9:00 A.M.** Eastern Standard Time, on **WEDNESDAY, 5/28/08** for the following:

CONTRACT/RESOLUTION NUMBER: 7171-08
CARIBE BOULEVARD

The contractor shall furnish all labor, insurance, equipment, materials and power for the complete performance of the following project: Caribe blvd.from Bahama Ln.to Nassau Dr. by reconstructing existing concrete pavement with 6" plain cement concrete pavement and new ADA curb ramps.

All in accordance with the Bid Documents and Drawing No. ST-11711 Sheets 1 THROUGH 4 prepared by **TRANSPORTATION ENGINEERING SERVICES DEPARTMENT** of the City of Fort Wayne, Indiana.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears to the City of Fort Wayne, Indiana, upon any debt or contract, or, who has failed to execute, in whole or in part in a satisfactory manner, any contract with the City; or, who is a defaulter as to surety or otherwise, upon any obligation to the City of Fort Wayne, Indiana.

Bidders must obtain copy of said bid documents pursuant to submitting their bids, by paying **$75.00** for each set of bid documents, not refundable at the **Office of the Board of Public Works, Room 420, City-County Building.**

No bid may be withdrawn after the scheduled time for receipt of bids for at least one hundred twenty (120) days to allow review of bids before announcing award of contract. The successful bidder will be required to furnish a satisfactory Labor and Material Payment Bond and Performance Bond each in the amount no less than one hundred (100%) percent of the contract price.

The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

BOARD OF PUBLIC WORKS
Regina A. Kostoff, Chair
Kumar Menon, Member
John Suarez, Member

ATTEST: Marilyn Huth, Clerk
Publish: 5/9/08 in the News Sentinel **5/14/08** in the Journal Gazette and **5/16/08** in Ink Newspaper.

IMPROVEMENT RESOLUTION NO. 7174-08

Old Mill Rd. Concrete Street Improvement Phase II
WORK ORDER NO. 12042

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: OLD MILL ROAD FROM PETTIT AVE. TO OLD FARM CIRCLE BY RECONSTRUCTION OF THE EXISTING CONCRETE PAVEMENT AS NEEDED.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 7th day of May, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

BID

PROJECT: Old Mill Rd. Concrete St. Repairs Phase II RES. NO.: 7174-08

DATE: W.O. NO.: 12042

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Pavement	2110	SY		
2.	Cement Concrete pavement, Plain (7")	2095	SY		
3.	Concrete Pavement for Residential Drive (6")	16	SY		
4.	Type "O" Compacted Aggregate for Base, No.53	350	TON		
5.	Backfill For Behind Curbs	90	TON		
6.	Top Soil	45	TON		
7.	Mulched Seeding	275	SY		
8.	Castings Type "C" Furnished & Adjusted to Grade	2	EA		
9.	New Inlet Type "I-C"	1	EA		
10.	New Manhole Type "I-F"	1	EA		
11.	Pipe,HDPEP,12" (include #5 or #8 Aggregate Backfill)	10	LF		
12.	Construction Signs, Type A With Construction Warning Light Type A	3	EA		
13.	Type III Barricades	2	EA		
14.	Type III Barricades With Type "B" Signs	4	EA		
15.	Mobilization and Demobilization	1	LS		
16.	Maintenance of Traffic	1	LS		

TOTAL: _____

CONTRACTOR WILL BE PAID ON MEASURED QUANTITIES ONLY, AT UNIT PRICE BID.
ALL WORK MUST BE COMPLETED BY: AUGUST 15TH, 2008
NOTE:ANY FORM OF CORRECTION WITHIN THE AREA OF UNIT PRICES, EXTENSIONS, OR TOTAL ON THIS BID MUST BE INITIALED BY THE BIDDER AND WILL BE NOTED AT THE TIME OF OPENING.

_____
Contractors Signature

ESTIMATE OF QUANTITIES

PROJECT: Old Mill Rd. Concrete St. Repairs Phase II RES. NO.: 7174-08

DATE: 5/1/2008 W.O. NO.: 12042

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Pavement	2110	SY	6.00	12660.00
2.	Cement Concrete pavement, Plain (7")	2095	SY	25.00	52375.00
3.	Concrete Pavement for Residential Drive (6")	16	SY	28.00	448.00
4.	Type "O" Compacted Aggregate for Base, No.53	350	TON	15.00	5250.00
5.	Backfill For Behind Curbs	90	TON	6.00	540.00
6.	Top Soil	45	TON	15.00	675.00
7.	HydroSeeding With HydroStick or Equivalent Polymer for Erosion Control	275	SY	2.50	687.50
8.	Castings Type "C" Furnished & Adjusted to Grade	2	EA	450.00	900.00
9.	New Inlet Type "I-C"	1	EA	1000.00	1000.00
10.	New Manhole Type "I-F"	1	EA	1500.00	1500.00
11.	Pipe,HDPEP,12" (include #5 or #8 Aggregate Backfill)	10	LF	35.00	350.00
12.	Sediguard Inlet Protection Device or Approved Equivalent For Sediment Control	5	EA	100.00	500.00
13.	Construction Signs, Type A With Construction Warning Light Type A	3	EA	175.00	525.00
14.	Type III Barricades	2	EA	80.00	160.00
15.	Type III Barricades With Type "B" Signs	4	EA	100.00	400.00
16.	Mobilization and Demobilization	1	LS	3000.00	3000.00
17.	Maintenance of Traffic	1	LS	3000.00	3000.00

SUB-TOTAL: 83970.50
E&I @25% 20992.63

TOTAL: **$104,963.13**

IMPROVEMENT RESOLUTION NO. 7175-08

AVALON DRIVE & BRECKENWOOD INTERSECTION
WORK ORDER NO. 12059

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Avalon Drive & Breckenwood Drive by reconstruction of concrete street, drainage improvements, subsurface drains, and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 7th day of May, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

8M

ESTIMATE OF QUANTITIES

PROJECT: Avalon Drive & Breckenwood Drive
DATE:4/30/2008
BID DATE:5/7/08

RES. NO.:7175-08
W.O. NO.:12059

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Pavement	1310	SY	7.00	9,170.00
2.	Removal of Concrete	136	SY	6.00	816.00
3.	Cement Concrete pavement, Plain 6" (Type I-A curb included)	1310	SY	25.00	32,750.00
4.	Concrete Pavement for Residential Drives (6")	96	SY	30.00	2,880.00
5.	Concrete Wingwalk and Ramps	25	SY	40.00	1,000.00
6.	Concrete Sidewalk 4"	15	SY	25.00	375.00
7.	Type "O" Compacted Aggregate for Base No. 53	285	TON	15.00	4,275.00
8.	Bedcourse Material	25	TON	12.00	300.00
9.	Top Soil	27	TON	15.00	405.00
10.	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	295	SY	2.50	737.50
11.	Backfill behind Curb	35	TON	6.00	210.00
12.	1" Expansion Joint	27	LF	12.00	324.00
13.	Underdrain, 6" Perforated Plastic, Group K Pipe (includes #8 stone)	800	LF	8.00	6,400.00
14.	Casting Type "C" Furnished and adjusted to Grade	1	EA	395.00	395.00
15.	Casting Type "F" Furnished and adjusted to Grade	1	EA	400.00	400.00
16.	Inlet Type I-C	1	EA	1,000.00	1,000.00
17.	Pipe, 12" HDPE (Include bedding and backfill)	20	LF	44.00	880.00
18.	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	3	EA	100.00	300.00
19.	Fertilize Tree	15	EA	40.00	600.00
20.	Consruction Sign Type A with Warning Light Type A	3	EA	75.00	225.00
21.	Standard Barricade, Type III-B	3	EA	100.00	300.00
22.	Standard Barricade, Type III-B with sign and Warning Light	3	EA	125.00	375.00
23.	Maintenance of Traffic	1	LS	2,500.00	2,500.00
24.	Mobilization / Demobilization	1	LS	3,200.00	3,200.00

SUB-TOTAL:	69,817.50
E&I @25%	17,454.38
TOTAL:	**87,271.88**

Revised: 02-13-04

85

APPEAL TO THE BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

Please accept this letter of appeal regarding the assessment on 8305 Oklahoma Trail. under Resolution # 7118-07 which was due on November 16, 2007.

I(we) neglected to return the signed waiver on time because:

I misread the deadline date and mistakenly thought that the form for the waiver was due on May 10. Apparently this was the date that the first payment would have been due. I apologize for this oversite and ask that you allow us to fill out the form for the waiver now. Again I apologize for my misteke.

I(we) would like your permission to be allowed to sign the waiver to pay the assessment over 10 years at 5 % interest. Thank you for your time.

Sincerely,

Patrick Creason
Signature

Patricle Creason
Printed Name

Kristin Creason
Signature

Kristin Creason
Printed Name

Regina A. Kostoff
Regina A. Kostoff, Chair

John Suarez
John Suarez, Member

Kumar Menon, Member

May 14, 2008
Date

APPEAL TO THE BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair
John Suarez, Member
Kumar Menon, Member

Please accept this letter of appeal regarding the assessment on 1848 Purdue Drive under Resolution # 7167-07 which was due on February 22, 2008.

I(we) neglected to return the signed waiver on time because:

over looked date
am and was going through
unemployment am not working
need more time to make payments

I(we) would like your permission to be allowed to sign the waiver to pay the assessment over 10 years at 5 % interest.

Sincerely,

Kathy J Hoskins
Signature

KATHY J HOSKINS
Printed Name

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

May 14, 2008
Date

Approved by State Board of Accounts for City of Fort Wayne, 2007

City of Fort Wayne

BARRETT LAW
1 E MAIN ST RM 420
FORT WAYNE, IN 46802-1804

BL-0006411

NOTICE OF ASSESSMENT

Account No. 30223R001

Approved Date: 1/23/2008
Barrett Number: 30223R
Resolution Number: 7167-07
Property Key: 02-07-34-177-027.000-074

HOSKINS KATHY JO

1848 PURDUE DR
FORT WAYNE, IN46808

1848 PURDUE DR
LOT 49 CAMBRIDGE HILLS ADD

Your assessment is now due and must be paid by cash, check, money order, or bonded. Assessments under $100.00 cannot be bonded.

DUE ON OR BEFORE 2/22/2008

*Delinquent fees will be added after the due date.

PROJECT TYPE	# OF UNITS	UNIT COST	ASSESSED AMOUNT	MISC. CHARGES	ADJUSTMENT	TOTAL
E - WALKS	37.30	$17.89000000	$667.30	$0.00	($189.82)	$477.48
$ - DEL INTER	1.00	$15.92000000	$15.92	$0.00	$0.00	$15.92

Please Pay This Amount **$493.40**

This is a VALID RECEIPT WHEN STAMPED PAID BY COLLECTING OFFICER. Please see that descriptions are correct. When paying by mail, this statement must be returned with a self-addressed, stamped envelope if a receipt is desired.

PHONE: 427-1105 **Make Check Payable To: CITY OF FORT WAYNE BARRETT LAW**

Waiver and Demand of Property Owners

The undersigned against whose real estate an assessment was made on the above approved date according to Barrett No. 30223R, per description given in consideration for having the right to pay said assessments in installments, hereby agree each for himself that he will not make any objections to said assessments for illegality or irregularity, and that he will pay the same at 5.00% interest thereon.

Any property owner who has signed a waiver to pay his/her assessment in deferred installments may, at any time, pay up his/her entire assessment, on the condition that he/she at the same time, pay all interest due on a minimum of the first 1/5 of the installments and the balance of principal due.

If any account is six months or more delinquent, the total assessment (all installments of principal and interest) are considered to be in default and the entire account will be certified to the Allen County Auditor for tax sale before June 1st. of the calendar year following delinquency.

PLEASE SELECT ONE OF THE FOLLOWING OPTIONS

ONE PAYMENT PER YEAR FOR 10 YEARS X ONE PAYMENT PER MONTH FOR 10 YEARS ____

If you wish to bond this assessment and return waiver by mail, you must sign this "waiver" section by the above due date. Signatures of all recorded property owners are required and must be notarized if mailed. If the waiver is signed by at least one owner and witnessed in the Barrett Law Office, notarization is not required; however, all owner's signatures must be on the waiver.

Signature: Kathy Jo Hoskins

Signature: KATHY JO HOSKINS

Installment notices to be mailed to: Kathy Jo Hoskins

Subscribed and sworn before me this 12 day of MAY 20 08

BONNIE C BURK — Bonnie C Burk
PRINTED NAME OF NOTARY — NOTARY'S SIGNATURE

ALLEN — My Commission Expires 5-4-13
COUNTY OR RESIDENCE

82

IMPROVEMENT RESOLUTION NO. 7170-08

PADAGO CT. CONCRETE STREET RECONSTRUCTION
WORK ORDER NO. 12053

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Padago Ct. from Pawawna Dr. to the cul-de-sac by reconstructing the existing concrete pavement with new 6" cement concrete pavement and installing new ADA ramps.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 14th day of May, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Padago Ct-Pawana to cul de sac

RES. NO.: 7170-08

DATE: 1/30/2008

W.O. NO.: 12053

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete	35	SY	6.00	210.00
2.	Removal of Pavement	850	SY	7.50	6375.00
3.	Cement Concrete Pavement, Plain (6") Incl. " Type 1-A Curb	850	SY	26.00	22100.00
4.	Concrete Sidewalk (4")	25	SY	25.00	625.00
5.	Concrete Wingwalk & Ramps (6")	10	SY	45.00	450.00
6.	Top Soil	10	TN	15.00	150.00
7.	Hydroseeding with Hydrostik or Equivalent for Erosion Control	100	SY	3.00	300.00
8.	Backfill Behind Curb (Borrow)	23	TN	6.00	138.00
9.	Water Valves (Valve-Box) Adjusted to Grade	1	EA	50.00	50.00
10.	Castings Adjusted to Grade	1	EA	175.00	175.00
11.	Sediguard Inlet Protection Device or equal w / Curbguard for sediment control	3	EA	70.00	210.00
12.	Type "O" Compacted Aggregate for Base, No.53	140	TN	15.00	2100.00
13.	Standard Barricade, Type III With Type A Sign	3	EA	200.00	600.00
14.	Construction Signs, Type A	2	EA	80.00	160.00
15.	Maintenance of traffic	1	LS	2000.00	2000.00
16.	Mobilization / Demobilization	1	LS	2000.00	2000.00

SUB-TOTAL:	37643.00
E&I @25%	9410.75
TOTAL:	**$47,053.75**

BID

PROJECT: Padago Ct-Pawana to cul de sac

RES. NO.: 7170-08

DATE: 4/30/08

W.O. NO.:12053

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete	35	SY		
2.	Removal of Pavement	850	SY		
3.	Cement Concrete Pavement, Plain (6") Incl. " Type 1-A Curb	850	SY		
4.	Concrete Sidewalk (4")	25	SY		
5.	Concrete Wingwalk & Ramps (6")	10	SY		
6.	Top Soil	10	TN		
7.	Hydroseeding with Hydrostik or Equivalent for Erosion Control	100	SY		
8.	Backfill Behind Curb (Borrow)	23	TN		
9.	Water Valves (Valve-Box) Adjusted to Grade	1	EA		
10.	Castings Adjusted to Grade	1	EA		
11.	Sediguard Inlet Protection Device or equal w / Curbguard for sediment control	3	EA		
12.	Type "O" Compacted Aggregate for Base, No.53	140	TN		
13.	Standard Barricade, Type III With Type A Sign	3	EA		
14.	Construction Signs, Type A	2	EA		
15.	Maintenance of traffic	1	LS		
16.	Mobilization / Demobilization	1	LS		

TOTAL: _____

CONTRACTOR WILL BE PAID ON MEASURED QUANTITIES ONLY, AT UNIT PRICE BID.
ALL WORK MUST BE COMPLETED BY: AUGUST 15, 2008
NOTE:ANY FORM OF CORRECTION WITHIN THE AREA OF UNIT PRICES, EXTENSIONS, OR TOTAL ON THIS BID MUST BE INITIALED BY THE BIDDER AND WILL BE NOTED AT THE TIME OF OPENING.

Contractors Signature

IMPROVEMENT RESOLUTION NO. 7173-08

CONCRETE STREET REPAIRS 1A-2008
WORK ORDER NO. 12031

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: 3626 COLORADO CT., 8301 SAGIMORE CT., 2609 SILVER WOLF TRAIL, INTERSECTION OF ASHBROOK DR. & MAPLE TERRACE PARKWAY, TO RECONSTRUCT CONCRETE PAVEMENT AS NEEDED WALDEN RUN FROM EXETER DR. TO CHANTILLY DR. WITH ADA RAMPS, SPOT REPAIR CONCRETE PAVEMENT, REHABILITATION OF STORM SEWERS & RESTORATION.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 14th day of May, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

Concrete St Repairs 1A - 2008

RES. NO.: 7173-08

DATE: 2/14/08

W.O. NO.: 12031

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete Pavement	3150	SY	6.00	18900.00
2.	Removal of Concrete	130	SY	5.00	650.00
3.	Cement Concrete Pavement,Plain 6" Incl."type I-A curb"	3150	SY	24.00	75600.00
4.	Concrete Pavement For Residential Drives (6")	15	SY	24.00	360.00
5.	Concrete Wingwalk And Curb Ramps	70	SY	40.00	2800.00
6.	Concrete Sidewalk (4")	45	SY	23.00	1035.00
7.	Adjust Casting To Grade	2	EA	150.00	300.00
8.	Compacted aggregate for base "O" - #53	530	TON	15.00	7950.00
9.	Bed Coarse Material	25	TON	14.00	350.00
10.	Backfill For Behind Curbs	130	TON	12.00	1560.00
11.	Top Soil	110	TON	15.00	1650.00
12.	Hydroseeding with Polymer (Erosion Control)	1020	SY	2.00	2040.00
13.	Construction Signs Type "A"	12	EA	50.00	600.00
14.	Standard Barricade, Type III with Lights & Signs	8	EA	100.00	800.00
15.	Standard Barricade, Type III	10	EA	70.00	700.00
16.	Underdrain, 6" Perforated Plastic, Group K Pipe (Incl. #8 Aggregate Backfill)	365	LF	8.00	2920.00
17.	Furnish and Adjust Casting Type " C "	2	EA	450.00	900.00
18.	Backfill (#5 - #8 STONE)	50	TON	15.00	750.00
19.	Remove & Replace With New Inlet Type I-C	6	EA	1100.00	6600.00
20.	12" inch Diameter Ductile Iron Pipe	110	LF	48.00	5280.00
21.	Sediguard Inlet Protection Device or Approved Equivalent For Sediment Control	8	EA	70.00	560.00
22.	Mobilization and Demobilization	1	LS	6615.25	6615.25
23.	Maintenance of Traffic	1	LS	5292.20	5292.20

SUB-TOTAL:	144212.45
E&I @16%	23073.99
TOTAL:	**$167,286.44**

Revised: 02-13-04

BID

Concrete St Repairs 1A - 2008

RES. NO.: 7173-08

DATE: 5/1/08

W.O. NO.: 12031

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete Pavement	3150	SY		
2.	Removal of Concrete	130	SY		
3.	Cement Concrete Pavement,Plain 6" Incl."type I-A curb"	3150	SY		
4.	Concrete Pavement For Residential Drives (6")	15	SY		
5.	Concrete Wingwalk And Curb Ramps	70	SY		
6.	Concrete Sidewalk (4")	45	SY		
7.	Adjust Casting To Grade	2	EA		
8.	Compacted aggregate for base "O" - #53	530	TON		
9.	Bed Coarse Material	25	TON		
10.	Backfill For Behind Curbs	130	TON		
11.	Top Soil	110	TON		
12.	Hydroseeding with Polymer (Erosion Control)	1020	SY		
13.	Construction Signs Type "A"	12	EA		
14.	Standard Barricade, Type III with Lights & Signs	8	EA		
15.	Standard Barricade, Type III	10	EA		
16.	Underdrain, 6" Perforated Plastic, Group K Pipe (Incl. #8 Aggregate Backfill)	365	LF		
17.	Furnish and Adjust Casting Type " C "	2	EA		
18.	Backfill (#5 - #8 STONE)	50	TON		
19.	Remove & Replace With New Inlet Type I-C	6	EA		
20.	12" inch Diameter Ductile Iron Pipe	110	LF		
21.	Sediguard Inlet Protection Device or Approved Equivalent For Sediment Control	8	EA		
22.	Mobilization and Demobilization	1	LS		
23.	Maintenance of Traffic	1	LS		

TOTAL: _____

CONTRACTOR WILL BE PAID ON MEASURED QUANTITIES ONLY, AT UNIT PRICE BID.
ALL WORK MUST BE COMPLETED BY: July 11, 2008
NOTE:ANY FORM OF CORRECTION WITHIN THE AREA OF UNIT PRICES, EXTENSIONS, OR TOTAL ON THIS BID MUST BE INITIALED BY THE BIDDER AND WILL BE NOTED AT THE TIME OF OPENING.

_____
Contractors Signature

11

IMPROVEMENT RESOLUTION NO. 7164-08

KENWOOD AVE./GLENHURST DR.
WORK ORDER NO. 12048

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: **KENWOOD AVE. FROM PARNELL AVE. TO KENTUCKY AVE. AND GLENHURST AVE. FROM SPRINGFIELD AVE. TO MERIVALE ST. BY REMOVING AND REPLACEING MISC. AREAS OF CONCRETE PAVEMENT AND EFFECTED DRIVE APPROACHES.**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 14th day of May, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: KENWOOD AVE / GLENHURST DR.
DATE: 4-28-08
BID DATE: June 11, 2008

RES. NO.: 7164-08
W.O. NO.: 12048

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	REMOVAL OF CONCRETE (Includes Pavement, Drives, Sidewalks and Curb Ramps)	3,024	SY	$6.00	$18,144.00
2.	CEMENT CONCRETE PAVEMENT, PLAIN, 6 INCHES	2,780	SY	$25.00	$69,500.00
3.	CONCRETE SIDEWALK	46	SY	$18.00	$828.00
4.	CONCRETE PAVEMENT FOR RESIDENTIAL DRIVE	150	SY	$25.00	$3,750.00
5.	CONCRETE PAVEMENT FOR COMMERCIAL DRIVE	98	SY	$27.00	$2,646.00
6.	CONCRETE ADA CURBRAMPS	24	SY	$32.00	$768.00
7.	CASTING TYPE "C" OR "F", FURNISH AND ADJUST TO GRADE	2	EA	$375.00	$750.00
8.	TOP SOIL	61	TON	$12.00	$732.00
9.	Hydroseeding, with Tack Additive, for Erosion and Sediment Control (Additive to be FINN Additve Sytem "Hydrostik" or approved equal)	335	SY	$2.00	$670.00
10.	BACKFILL BEHIND CURB	62	TON	$5.00	$310.00
11.	BED COURSE MATERIAL	105	TON	$9.00	$945.00
12.	TYPE "O" COMPACTED AGGREGATE FOR BASE NO. 53	500	TON	$14.00	$7,000.00
13.	Inlet Protection Devices for Stormwater and Erosion Control ("Sediguard" Inlet Protection Device or Approved Equal)	5	EA	$75.00	$375.00
14.	CONSTRUCTION SIGNS TYPE "A"	6	EA	$60.00	$360.00
15.	MAINTENANCE OF TRAFFIC	1	LS	$3,600.00	$3,600.00
16.	MOBILIZATION AND DE-MOBILIZATION	1	LS	$4,200.00	$4,200.00
17.					
18.					

SUB-TOTAL:	$114,578.00
E&I @16%	$18,332.48
TOTAL:	**$132,910.48**

IMPROVEMENT RESOLUTION NO. 7160-07

TURF LANE AND MAGNOLIA DR.
WORK ORDER NO. 12037

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: **CONCRETE STREET REPAIRS, DRIVE APPROACHES, SIDEWALK, 6"SUBSURFACE DRAINAGE, SEED AND MULCH RESTORATION**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 14th day of May, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

BID

PROJECT: TURF LANE & MAGNOLIA DR. CONC. REPAIRS RES. NO.: 7160-07

DATE: W.O. NO.: 12037

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Pavement	2355	SY		
2.	Cement Concrete Pavement, Plain (6") With Erosion Control Measures	2355	SY		
3.	Removal of Concrete	55	SY		
4.	Removal of Curb	20	LF		
5.	Concrete Sidewalk (4")	5	SY		
6.	Concrete Curb Type I-A	25	LF		
7.	Concrete Pavement for Residential Drive (6")	50	SY		
8.	Common Excavation, For Poor Soils Only Undistributed	50	CY		
9.	Top Soil	40	TON		
10.	Hydroseeding, With Tack Additive	350	SY		
11.	Bituminous Surface, No. #12, HAC, Patching	3	TON		
12.	Underdrain, 6" Perforated Plastic, Group K Pipe (Incl. #8 Aggregate Backfill)	275	LF		
13.	Bed Course Material	16	TON		
14.	Backfill Behind Curb (Borrow)	50	TON		
15.	Furnish Valve Box and Adjust to Grade (If Broken / Deteriorated) Undistributed	1	EA		
16.	Water Valves (Valve-Box) Adjusted to Grade Undistributed	3	EA		
17.	Casting Type "C", Furnished & Adjusted to Grade	2	EA		
18.	Water Valves (Curb-Box) or (Valve Box) Adjust to Grade, Undistributed	4	EA		
19.	Castings Adjusted to Grade Undistributed	1	EA		
20.	Expansion Joint with Load Transfer, 1" Inch	85	LF		
21.	Type "O" Compacted Aggregate for Base	770	TON		
22.	Construction Sign, A	7	EA		
23.	Standard Barricade, Type III - B (Road Closed to Local Traffic Only)	8	EA		
24.	Standard Barricade, Type II or Plastic Drums, With Type "C" Const. Warning Light	30	EA		
25.	Maintenance of Traffic	1	LS		
26.	Mobilization / Demobilization	1	LS		

TOTAL: _____

CONTRACTOR WILL BE PAID ON MEASURED QUANTITIES ONLY, AT UNIT PRICE BID.
ALL WORK MUST BE COMPLETED BY: JULY-31-08
NOTE:ANY FORM OF CORRECTION WITHIN THE AREA OF UNIT PRICES, EXTENSIONS, OR TOTAL ON THIS BID MUST BE INITIALED BY THE BIDDER AND WILL BE NOTED AT THE TIME OF OPENING.

_____
Contractors Signature

ESTIMATE OF QUANTITIES

PROJECT: TURF LANE & MAGNOLIA DR. CONC. REPAIRS RES. NO.: 7160-07

DATE: MARCH 19, 2008 W.O. NO.: 12037

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Pavement	2355	SY	5.25	12363.75
2.	Cement Concrete Pavement, Plain (6") With Erosion Control Measures	2355	SY	24.00	56520.00
3.	Removal of Concrete	55	SY	6.00	330.00
4.	Removal of Curb	20	LF	6.00	120.00
5.	Concrete Sidewalk (4")	5	SY	24.00	120.00
6.	Concrete Curb Type I-A	25	LF	13.00	325.00
7.	Concrete Pavement for Residential Drive (6")	50	SY	25.00	1250.00
8.	Common Excavation, For Poor Soils Only Undistributed	50	CY	15.00	750.00
9.	Top Soil	40	TON	16.00	640.00
10.	Hydroseeding, With Tack Additive	350	SY	3.50	1225.00
11.	Bituminous Surface, No. #12, HAC, Patching	3	TON	100.00	300.00
12.	Underdrain, 6" Perforated Plastic, Group K Pipe (Incl. #8 Aggregate Backfill)	275	LF	11.00	3025.00
13.	Bed Course Material	16	TON	16.00	256.00
14.	Backfill Behind Curb (Borrow)	50	TON	6.00	300.00
15.	Furnish Valve Box and Adjust to Grade (If Broken / Deteriorated) Undistributed	1	EA	100.00	100.00
16.	Water Valves (Valve-Box) Adjusted to Grade Undistributed	3	EA	50.00	150.00
17.	Casting Type "C", Furnished & Adjusted to Grade	2	EA	400.00	800.00
18.	Water Valves (Curb-Box) or (Valve Box) Adjust to Grade, Undistributed	4	EA	45.00	180.00
19.	Castings Adjusted to Grade Undistributed	1	EA	200.00	200.00
20.	Expansion Joint with Load Transfer, 1" Inch	85	LF	10.00	850.00
21.	Type "O" Compacted Aggregate for Base	770	TON	16.00	12320.00
22.	Construction Sign, A	7	EA	80.00	560.00
23.	Standard Barricade, Type III - B (Road Closed to Local Traffic Only)	8	EA	130.00	1040.00
24	Standard Barricade, Type II or Plastic Drums, With Type "C" Const. Warning Light	30	EA	28.00	840.00
25	Maintenance of Traffic	1	LS	3800.00	3800.00
26	Mobilization / Demobilization	1	LS	4900.00	4900.00

SUB-TOTAL: **103,264.75**

E&I @25% 25816.19

TOTAL: $129,080.94

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: May 2, 2008

RE: SRF (STATE REVOLVING FUNDS) – **2005 Sewer Works**

Please include the following sewer SRF payments with the City Utilities vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$519,035.00.** These payments will be made using the 2005 sewer State Revolving Funds. These expenses are for the WPCP Primary Clarifiers project - W.O. 74742.

Draw #178	Barton Malow Co.	$428,568.00
Draw #179	CH2M Hill	43,862.00
Draw #180	Donohue & Assoc.	46,605.00
	Total SRF Payments	**$519,035.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

May 14, 2008
Date

69

APPEAL TO THE BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair
John Suarez, Member
Kumar Menon, Member

Please accept this letter of appeal regarding the assessment on 6231 Oklahoma Trail. under Resolution # 7118-07 which was due on November 16, 2007.

I(we) neglected to return the signed waiver on time because:

1) Quite frankly did not recognize/understand that the waiver had to be returned immediately. We wer waiting for an invoice from you to respond.
2) Appealing for relief of the interest charge of $70.74
3) Would like to pay balance due in two (2) Payments (as we are retired) 1/2 now (enclosed with this appeal) and 1/2 by June 15, 2008

I(we) would like your permission to be allowed to sign the waiver to pay the assessment over ~~10~~ years at ~~5~~% interest. see above

Sincerely,

Thomas C Small
Signature

Ruth C. Small
Signature

THOMAS C SMALL
Printed Name

RUTH E. SMALL
Printed Name

Regina A. Kostoff
Regina A. Kostoff, Chair

John Suarez
John Suarez, Member

Kumar Menon, Member

May 14, 2008
Date

Interest charge is not waived.
RAK 5/14/08

67

Approved by State Board of Accounts for City of Fort Wayne, 2007

City of Fort Wayne

BARRETT LAW
1 E MAIN ST RM 420
FORT WAYNE, IN 46802-1804

BL-0006478

NOTICE OF ASSESSMENT

Account No. 30220R018

Approved Date: 10/17/2007
Barrett Number: 30220R
Resolution Number: 7118-07
Property Key: 02-08-26-331-020.000-072

SMALL THOMAS C & RUTH E

8231 OKLAHOMA TRL
FORT WAYNE, IN46815

8231 OKLAHOMA TRL
PARK STATE EAST SEC 2 LOT 91

Your assessment is now due and must be paid by cash, check, money order, or bonded. Assessments under $100.00 cannot be bonded.

DUE ON OR BEFORE 11/16/2007

*Delinquent fees will be added after the due date.

PROJECT TYPE	# OF UNITS	UNIT COST	ASSESSED AMOUNT	MISC. CHARGES	ADJUSTMENT	TOTAL
E - WALKS	50.00	$12.80000000	$640.00	$0.00	$0.00	$640.00
H - DRIVE AP	25.80	$22.20000000	$572.76	$0.00	$0.00	$572.76
~~$ - DEL INTER~~	~~1.00~~	~~$70.74000000~~	~~$70.74~~	$0.00	~~$0.00~~	~~$70.74~~

Please Pay This Amount **$1,283.50**

This is a VALID RECEIPT WHEN STAMPED PAID BY COLLECTING OFFICER. Please see that descriptions are correct. When paying by mail, this statement must be returned with a self-addressed, stamped envelope if a receipt is desired.

PHONE: 427-1105 **Make Check Payable To: CITY OF FORT WAYNE BARRETT LAW**

Waiver and Demand of Property Owners

The undersigned against whose real estate an assessment was made on the above approved date according to Barrett No. 30220R, per description given in consideration for having the right to pay said assessments in installments, hereby agree each for himself that he will not make any objections to said assessments for illegality or irregularity, and that he will pay the same at 5.00% interest thereon.

Any property owner who has signed a waiver to pay his/her assessment in deferred installments may, at any time, pay up his/her entire assessment, on the condition that he/she at the same time, pay all interest due on a minimum of the first 1/5 of the installments and the balance of principal due.

If any account is six months or more delinquent, the total assessment (all installments of principal and interest) are considered to be in default and the entire account will be certified to the Allen County Auditor for tax sale before June 1st. of the calendar year following delinquency.

PLEASE SELECT ONE OF THE FOLLOWING OPTIONS

~~ONE PAYMENT PER YEAR FOR 10 YEARS~~ ~~ONE PAYMENT PER MONTH FOR 10 YEARS~~

1/2 now (5/10/2008) and bal June 15 2008 RS

If you wish to bond this assessment and return waiver by mail, you must sign this "waiver" section by the above due date. Signatures of all recorded property owners are required and must be notarized if mailed. If the waiver is signed by at least one owner and witnessed in the Barrett Law Office, notarization is not required; however, all owner's signatures must be on the waiver.

Signature: Thomas C Small

Signature: Ruth E. Small

Installment notices to be mailed to: _____

Subscribed and sworn before me this _____ day of _____ 20 ____

PRINTED NAME OF NOTARY NOTARY'S SIGNATURE

My Commission Expires _____

COUNTY OR RESIDENCE

68

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: May 2, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utilities' vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$540,216.00.** These payments will be paid with the 2006 Waterworks State Revolving Fund loan. These expenses are for the Lake Ave. Water Main improvement, 3RFP Filter Valve Replacement, 3RFP West Reservoir Design improvements and the 3RFP North Pump Building improvements.

Draw #93	Bonar Group	$ 5,760.00
Draw #94	CH2M Hill	14,051.00
Draw #95 & #96	Donohue & Assoc.	25,351.00
Draw #97	Hagerman Construction & Tower Bank	495,054.00
Total SRF Payments		**$540,216.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

May 14, 2008
Date

66

IMPROVEMENT RESOLUTION NO. 7186-08

WESTWOOD VALLEY – LINCOLN PARK
WORK ORDER NO. 12039

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: **2400 BLOCK WOODVALLEY DRIVE & 2400 BELLFLOWER LANE & 2700 BLOCK AUTUMN LEAF LANE & 2700 & 2800 BLOCK NORTH HIGHLANDS BOULEVARD CONCRETE STREET REPAIRS.**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 21st day of May, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

BID

CONTRACTOR: _____

PROJECT: Westwood Valley - Lincoln Park

BID DATE:

RES. NO.: 7186-08

W.O. NO.: 12039

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Mobilization / Demobilization	1	LS		
2.	Removal of Concrete Pavement	3,055	SY		
3.	Removal of Curb	434	LF		
4.	Underdrain, (6" Perforated Plastic) (Type "K")	1,427	LF		
5.	Cement Concrete Pavement, Plain 6" (7 Bag Mix W/ Superplasticizer, including J bolts or #5 deformed bars)	3,033	SY		
6.	Type O Compacted Aggregate for Base;No.53,or No.8 (For Pavement Subbase & Subsurface Drains)	658	TON		
7.	Concrete Curb Type "I-B" (Special 4' wide)	434	LF		
8.	Top Soil	149	TON		
9.	Water Valves Adjusted to Grade (undistributed)	4	EA		
10.	Water Valves Furnish & Adjusted to Grade (undistributed)	2	EA		
11.	Hydroseeding, with Tack Additive, for Erosion and Sediment Control	659	SY		
12.	Maintenance of Traffic	1	LS		
13.	Construction Sign Type "A"	6	EA		
14.	Type III Barricade	5	EA		
15.	Type III Barricade With Sign	5	EA		
16.	Casting Type "C" Furnished & Adjusted to Grade	4	EA		
17.	Castings Adjusted to Grade	2	EA		
18.	Inlet Protection Devices for Stormwater and Erosion Control	8	EA		
19.	Concrete for Residential Drive (6")	12	SY		
20.					

TOTAL: _____

Note: Contractor will be paid on measured quanities only at unit price bid.
All work must be completed by : 8/15/08
Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

_____

Contractors Signature

ESTIMATE OF QUANTITIES

PROJECT: Westwood Valley - Lincoln Park **RES. NO.: 7186-08**
DATE: 4/30/2008 **W.O. NO.: 12039**
BID DATE:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Mobilization / Demobillzation	1	LS	6,400.00	6,400.00
2.	Removal of Concrete Pavement	3,055	SY	6.50	19,857.50
3.	Removal of Curb	434	LF	4.50	1,953.00
4.	Underdrain, (6" Perforated Plastic) (Type "K")	1,427	LF	7.75	11,059.25
5.	Cement Concrete Pavement, Plain 6" (7 Bag Mix W/ Superplasticizer, including J bolts or #5 deformed bars)	3,033	SY	24.00	72,792.00
6.	Type O Compacted Aggregate for Base;No.53,or No.8 (For Pavement Subbase & Subsurface Drains)	658	TON	14.00	9,212.00
7.	Concrete Curb Type "I-B" (Special 4' wide)	434	LF	16.00	6,944.00
8.	Top Soil	149	TON	18.00	2,682.00
9.	Water Valves Adjusted to Grade (undistributed)	4	EA	34.00	136.00
10.	Water Valves Furnish & Adjusted to Grade (undistributed)	2	EA	97.00	194.00
11.	Hydroseeding, with Tack Additive, for Erosion and Sediment Control (Additive to be FINN Additve Sytem "E-Tack" or "Hydrostik" or approved equal)	659	SY	2.00	1,318.00
12.	Maintenance of Traffic	1	LS	6,200.00	6,200.00
13.	Construction Sign Type "A"	6	EA	75.00	450.00
14.	Type III Barricade	5	EA	100.00	500.00
15.	Type III Barricade With Sign	5	EA	140.00	700.00
16.	Casting Type "C" Furnished & Adjusted to Grade	4	EA	425.00	1,700.00
17.	Castings Adjusted to Grade	2	EA	120.00	240.00
18.	Inlet Protection Devices for Stormwater and Erosion Control ("Sediguard" Inlet Protection Device or Approved Equal)	8	EA	150.00	1,200.00
19.	Concrete for Residential Drive (6")	12	SY	30.00	360.00
20.					0.00

SUB-TOTAL:	143,897.75
E&I @16%	23,023.64
TOTAL:	**$166,921.39**

IMPROVEMENT RESOLUTION NO. 7177-08

MISCELLANEOUS CONCRETE STREET REPAIRS 3-2008
WORK ORDER NO. 12051

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: That it is deemed necessary to improve Fowler Place from Blackstone Drive to 160' east by removing and replacing concrete pavement and ADA ramps; the 9100 Block of Olmston Drive by removing and replacing misc. concrete pavement: and Oak Trail Road by removing and replacing misc. concrete pavement.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 21st day of May, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Misc. Conc. Street Repairs 3-2008
DATE: 3/10/2008
BID DATE:

RES. NO.: 7177-08
W.O. NO.: 12051

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete Pavement (Includes Curb Type I-A)	1440	SY	5.75	8280.00
2.	Cement Concrete Pavement, Plain, 6 inches, (7 Bag Mix W/Superplasticizer)(including "J" type Bolts)	1440	SY	25.00	36000.00
3.	Removal of Concrete	47	SY	5.00	235.00
4.	Concrete Sidewalk (4")	17	SY	30.00	510.00
5.	Type "O" Compacted Aggregate for Base, No. 53	255	TON	12.00	3060.00
6.	Type "III" Barricade	4	EA	60.00	240.00
7.	Concrete Wingwalks ADA Ramps	28	SY	26.00	728.00
8.	Adjust Water Service Box to Grade (Undistributed)	1	EA	25.00	25.00
9.	Type "A" Signs	10	EA	50.00	500.00
10.	Topsoil	20	TON	12.00	240.00
11.	Hydroseeding, with Tack Additive, for Erosion and Sediment Control (Additive to be FINN Additve Sytem "E-Tack" or "Hydrostik" or approved equal)	85	SY	2.25	191.25
12.	Bed Coarse	9.5	TON	12.00	114.00
13.	Mobilization & Demobilization	1	LS	2000.00	2000.00
14.	Maintenance of Traffic	1	LS	1800.00	1800.00
15.	Special Concrete Curb Type I-B (4')	32	LF	19.00	608.00
16.	Inlet Protection Devices for Stormwater and Erosion Control ("Sediguard" Inlet Protection Device or Approved Equal)	7	EA	80.00	560.00
17.	Removal of Curb (Special 4' Curb Type I-B)	32	LF	6.00	192.00
18.	Inlet Structure Type "I-C" (Furnished and Adjusted to Grade)	2	EA	1100.00	2200.00
19	Pipe, RCP, Class IV or HDPE, 12" (Includes bedding and backfill) (Type of Pipe Will Depend on Depth)	35	LF	40.00	1400.00

SUB-TOTAL:	58883.25
E&I @25%	14720.81
TOTAL:	**73604.06**

IMPROVEMENT RESOLUTION NO. 7176-08

RAINER PASS & TREVINA CT. CONCRETE STREET RECONSTRUCTION
WORK ORDER NO. 12036

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Rainer Pass & Trevina Ct., by reconstruction of concrete street, drainage improvements, subsurface drains, and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 21st day of May, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Rainer Pass & Trevina Ct.
DATE:3/12/2008
BID DATE:6/11/2008

RES. NO.:7176-08
W.O. NO.:12036

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete Pavement	3050	SY	7.00	21,350.00
2.	Removal of Concrete	320	SY	6.00	1,920.00
3.	Cement Concrete pavement, Plain 6" (Type 1-A curb included)	3050	SY	26.00	79,300.00
4.	Concrete Pavement for Residential Drives (6")	295	SY	30.00	8,850.00
5.	Concrete Wingwalk and Ramps	10	SY	45.00	450.00
6.	Concrete Sidewalk, 4"	20	SY	25.00	500.00
7.	Type "O" Compacted Aggregate for Base, No. 53	665	TON	15.00	9,975.00
8.	Bedcourse Material	60	TON	13.00	780.00
9.	Top Soil	65	TON	15.00	975.00
10.	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	760	SY	3.00	2,280.00
11.	Backfill behind Curb	90	TON	6.00	540.00
12.	1" Expansion Joint	81	LF	12.00	972.00
13.	Underdrain, 6" Perforated Plastic, Group K Pipe (includes #8 stone)	1800	LF	8.00	14,400.00
14.	Casting Type "C" Furnished and Adjusted to Grade	4	EA	400.00	1,600.00
15.	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	4	EA	100.00	400.00
16.	Fertilize Tree	2	EA	60.00	120.00
17.	Construction Sign Type A with Warning Light Type A	5	EA	75.00	375.00
18.	Standard Barricade, Type III-B	6	EA	100.00	600.00
19.	Standard Barricade, Type III-B with Signs and Warning Light	3	EA	150.00	450.00
20.	Maintenance of Traffic	1	LS	6,000.00	6,000.00
21.	Mobilization / Demobilization	1	LS	7,500.00	7,500.00

SUB-TOTAL:	159,337.00
E&I @25%	39,834.25
TOTAL:	**199,171.25**

IMPROVEMENT RESOLUTION NO. 7165-07

WHITEFORD LANE
WORK ORDER NO. 12057

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: CONCRETE PAVEMENT, SIDEWALK, DRIVE APPROACHES, ADA RAMPS, SEED AND MULCH RESTORATION

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 21st day of May, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: WHITEFORD LANE RES. NO.: 7165-07

DATE: MARCH 19, 2008 W.O. NO.: 12057

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Pavement	715	SY	8.00	5720.00
2.	Removal of Concrete	185	SY	6.00	1110.00
3.	Cement Concrete Pavement, Plain (6") With Erosion Control Measures	715	SY	25.00	17875.00
4.	Common Excavation, Undistributed, For Poor Soils Only	40	CY	11.00	440.00
5.	Concrete Sidewalk (4")	75	SY	24.00	1800.00
6.	Concrete Pavement for Residential Drive (6")	80	SY	26.00	2080.00
7.	Concrete Wingwalk & Ramps (6")	30	SY	50.00	1500.00
8.	Backfill Behind Curb (Borrow)	15	TON	6.00	90.00
9.	Top Soil	25	TON	16.00	400.00
10.	Hydroseeding, With Tack Additive	175	SY	3.50	612.50
11.	Bed Course Material	50	TON	10.00	500.00
12.	Type "O" Compacted Aggregate for Base, No.53	230	TON	16.00	3680.00
13.	Tree Fertlization	2	EA	70.00	140.00
14.	Expansion Joint with Load Transfer, 1" Inch	27	LF	15.00	405.00
15.	Valve & Curb Box Adjusted to Grade (Pavement, Sidewalk, Parkstrip) Undistributed	5	EA	50.00	250.00
16.	Furnish Valve or Curb Box, Adjust to Grade (If Broken / Deteriorated) Undistributed	1	EA	100.00	100.00
17.	Castings Adjusted to Grade	1	EA	200.00	200.00
18.	Casting Type "C" Furnished & Adjusted to Grade	1	EA	400.00	400.00
19.	Casting Type ("A") Furnished & Adjusted to Grade, Undistributed	1	EA	400.00	400.00
20.	Underdrain, 6" Perforated Plastic, Group K Pipe (Incl. #8 Aggregate Backfill)	370	LF	11.00	4070.00
21.	Construction Signs, Type A With Road Closed and Construction Warning Light Type A	4	EA	81.00	324.00
22.	Standard Barricade, Type II or Plastic Barrels Type "C" Const. Warning Light	12	EA	30.00	360.00
23.	Standard Barricade, Type III Type "C" Const. Warning Light	4	EA	135.00	540.00
24.	Maintenance of Traffic	1	LS	1800.00	1800.00
25	Mobilization / Demobilization	1	LS	2300.00	2300.00

SUB-TOTAL: 47096.50
E&I @25% 11774.13

TOTAL: $58,870.63

Revised: 02-13-04

ESTIMATE OF QUANTITIES

PROJECT: WHITEFORD LANE RES. NO.: 7165-07

DATE: MARCH 19, 2008 W.O. NO.: 12057

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Pavement	715	SY	8.00	5720.00
2.	Removal of Concrete	185	SY	6.00	1110.00
3.	Cement Concrete Pavement, Plain (6") With Erosion Control Measures	715	SY	25.00	17875.00
4.	Common Excavation, Undistributed, For Poor Soils Only	40	CY	11.00	440.00
5.	Concrete Sidewalk (4")	75	SY	24.00	1800.00
6.	Concrete Pavement for Residential Drive (6")	80	SY	26.00	2080.00
7.	Concrete Wingwalk & Ramps (6")	30	SY	50.00	1500.00
8.	Backfill Behind Curb (Borrow)	15	TON	6.00	90.00
9.	Top Soil	25	TON	16.00	400.00
10.	Hydroseeding, With Tack Additive	175	SY	3.50	612.50
11.	Bed Course Material	50	TON	10.00	500.00
12.	Type "O" Compacted Aggregate for Base, No.53	230	TON	16.00	3680.00
13.	Tree Fertlization	2	EA	70.00	140.00
14.	Expansion Joint with Load Transfer, 1" Inch	27	LF	15.00	405.00
15.	Valve & Curb Box Adjusted to Grade (Pavement, Sidewalk, Parkstrip) Undistributed	5	EA	50.00	250.00
16.	Furnish Valve or Curb Box, Adjust to Grade (If Broken / Deteriorated) Undistributed	1	EA	100.00	100.00
17.	Castings Adjusted to Grade	1	EA	200.00	200.00
18.	Casting Type "C" Furnished & Adjusted to Grade	1	EA	400.00	400.00
19.	Casting Type ("A") Furnished & Adjusted to Grade, Undistributed	1	EA	400.00	400.00
20.	Underdrain, 6" Perforated Plastic, Group K Pipe (Incl. #8 Aggregate Backfill)	370	LF	11.00	4070.00
21.	Construction Signs, Type A With Road Closed and Construction Warning Light Type A	4	EA	81.00	324.00
22.	Standard Barricade, Type II or Plastic Barrels Type "C" Const. Warning Light	12	EA	30.00	360.00
23.	Standard Barricade, Type III Type "C" Const. Warning Light	4	EA	135.00	540.00
24.	Maintenance of Traffic	1	LS	1800.00	1800.00
25	Mobilization / Demobilization	1	LS	2300.00	2300.00

SUB-TOTAL: 47096.50
E&I @25% 11774.13

TOTAL: $58,870.63

Revised: 02-13-04

51

BID

PROJECT: WHITEFORD LANE RES. NO.: 7165-07

DATE: W.O. NO.: 12057

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Pavement	715	SY		
2.	Removal of Concrete	185	SY		
3.	Cement Concrete Pavement, Plain (6") With Erosion Control Measures	715	SY		
4.	Unclassified Excavation	40	CY		
5.	Concrete Sidewalk (4")	75	SY		
6.	Concrete Pavement for Residential Drive (6")	80	SY		
7.	Concrete Wingwalk & Ramps (6")	30	SY		
8.	Backfill Behind Curb (Borrow)	15	TON		
9.	Top Soil	25	TON		
10.	Hydroseeding, With Tack Additive	175	SY		
11.	Bed Course Material	50	TON		
12.	Type "O" Compacted Aggregate for Base, No.53	230	TON		
13.	Tree Fertlization	2	EA		
14.	Expansion Joint with Load Transfer, 1" Inch	27	LF		
15.	Valve & Curb Box Adjusted to Grade (Pavement, Sidewalk, Parkstrip)	5	EA		
16.	Furnish Valve or Curb Box, Adjust to Grade (If Broken / Deteriorated) Undistributed	1	EA		
17.	Castings Adjusted to Grade	1	EA		
18.	Casting Type "C" Furnished & Adjusted to Grade	1	EA		
19.	Casting Type ("A") Furnished & Adjusted to Grade, Undistributed	1	EA		
20.	Underdrain, 6" Perforated Plastic, Group K Pipe (Incl. #8 Aggregate Backfill)	370	LF		
21.	Construction Signs, Type A With Road Closed and Construction Warning Light Type A	4	EA		
22.	Standard Barricade, Type II Type C Const. Warning Light	12	EA		
23.	Standard Barricade, Type III Type C Const. Warning Light	4	EA		
24.	Maintenance of Traffic	1	LS		
25	Mobilization / Demobilization	1	LS		

TOTAL: _____

CONTRACTOR WILL BE PAID ON MEASURED QUANTITIES ONLY, AT UNIT PRICE BID.
ALL WORK MUST BE COMPLETED BY: JULY-6-08
NOTE:ANY FORM OF CORRECTION WITHIN THE AREA OF UNIT PRICES, EXTENSIONS, OR TOTAL ON THIS BID MUST BE INITIALED BY THE BIDDER AND WILL BE NOTED AT THE TIME OF OPENING.

_____
Contractors Signature

Flaugh Ditch Area Manhole Rehabilitation
RESOLUTION NO. 2084-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Rehabilitation of selected manholes by application of an approved coating system to 15 manholes;

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Flaugh Ditch Area Manhole Rehabilitation**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility and reimburse through the Menard's TIF (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $75,615.

APPROVED THIS 21st DAY OF May, 2008.

BOARD OF PUBLIC WORKS

BY: Regina A. Kostoff
Regina A. Kostoff, Chair

BY: John Suarez
John Suarez, Member

BY: Kumar Menon
Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

General Manhole Rehabilitation 2008
RESOLUTION NO. 2085-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Rehabilitation of selected manholes by application of an approved coating system to ~~15~~ 66 manholes; mh

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **General Manhole Rehabilitation 2008**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Bond).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $198,085.

APPROVED THIS 21st DAY OF May, 2008.

BOARD OF PUBLIC WORKS

BY: _____
Regina A. Kostoff, Chair

BY: _____
John Suarez, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Marilyn Huth, Clerk

54

APPEAL TO THE BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

Please accept this letter of appeal regarding the assessment on 303 W Sherwood Terrace Ct. under Resolution # 7112-07 which was due on October 5, 2007.

I(we) neglected to return the signed waiver on time because:

I screwed up! I have no excuse but that I just screwed up and hope that you will understand that I did not do this intentionally! I am very sorry!!

I(we) would like your permission to be allowed to sign the waiver to pay the assessment over 10 years at 5 % interest.

Sincerely,

Kristy Harris Diane B Harris Paul J Harris

Signatures

Kristy A Harris Diane B. Harris Paul J. Harris

Printed Names

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

May 21st 2008

Date

Approved by State Board of Accounts for City of Fort Wayne, 2007

City of Fort Wayne

BARRETT LAW
1 E MAIN ST RM 420
FORT WAYNE, IN 46802-1804

BL-0005479

NOTICE OF ASSESSMENT

Account No. 30219R002

Approved Date: 9/5/2007
Barrett Number: 30219R
Resolution Number: 7112-07
Property Key: 02-12-23-251-010.000-074

HARRIS KRISTY A & DIANE B &
PAUL J
303 W SHERWOOD TERRACE CT
FORT WAYNE IN46807

303 W SHERWOOD TER
LOT 252 HARRISON HILL EXT UNIT A

Your assessment is now due and must be paid by cash, check, money order, or bonded. Assessments under $100.00 cannot be bonded.

DUE ON OR BEFORE 10/5/2007

*Delinquent fees will be added after the due date.

PROJECT TYPE	# OF UNITS	UNIT COST	ASSESSED AMOUNT	MISC. CHARGES	ADJUSTMENT	TOTAL
C - CURB	52.00	$15.50000000	$806.00	$0.00	$0.00	$806.00
E - WALKS	52.00	$13.50000000	$702.00	$0.00	$0.00	$702.00
					LATE FEE	$75.40
					Please Pay This Amount	**$1,583.40**

This is a VALID RECEIPT WHEN STAMPED PAID BY COLLECTING OFFICER. Please see that descriptions are correct. When paying by mail, this statement must be returned with a self-addressed, stamped envelope if a receipt is desired.

PHONE: 427-1105 **Make Check Payable To: CITY OF FORT WAYNE BARRETT LAW**

Waiver and Demand of Property Owners

The undersigned against whose real estate an assessment was made on the above approved date according to Barrett No. 30219R, per description given in consideration for having the right to pay said assessments in installments, hereby agree each for himself that he will not make any objections to said assessments for illegality or irregularity, and that he will pay the same at 5.00% interest thereon.

Any property owner who has signed a waiver to pay his/her assessment in deferred installments may, at any time, pay up his/her entire assessment, on the condition that he/she at the same time, pay all interest due on a minimum of the first 1/5 of the installments and the balance of principal due.

If any account is six months or more delinquent, the total assessment (all installments of principal and interest) are considered to be in default and the entire account will be certified to the Allen County Auditor for tax sale before June 1st. of the calendar year following delinquency.

PLEASE SELECT ONE OF THE FOLLOWING OPTIONS

ONE PAYMENT PER YEAR FOR 10 YEARS _____ ONE PAYMENT PER MONTH FOR 10 YEARS _____

If you wish to bond this assessment and return waiver by mail, you must sign this "waiver" section by the above due date. Signatures of all recorded property owners are required and must be notarized if mailed. If the waiver is signed by at least one owner and witnessed in the Barrett Law Office, notarization is not required; however, all owner's signatures must be on the waiver.

Signature: _____

Signature: _____

Installment notices to be mailed to: _____

_____

Subscribed and sworn before me this _____ day of _____ 20 _____

_____
PRINTED NAME OF NOTARY NOTARY'S SIGNATURE

_____ My Commission Expires _____
COUNTY OR RESIDENCE

53

Adjustment to Sanitary Sewer Assessment

Resolution No. 95-5-21-08-2

WHEREAS, the Board of Public Works approved Improvement Resolution 1587-2004 (as amended) assessing benefited properties $5,400 for the sanitary sewer/septic system elimination petition project ("Project"); and

WHEREAS, the property located at 4109 Evard Road was included on the assessment roll and assessed $5,400 for said "Project"; and

WHEREAS, the property owner invested over $10,000 in septic system improvements immediately prior to the City's initiation of the sanitary sewer project; and

WHEREAS, the property owner made significant investments in addressing environmental concerns associated with malfunctioning septic systems by constructing a compliant, permitted septic system per Board of Health standards and regulations; and

WHEREAS, the assessment associated with the "Project" on this property is cost prohibitive given the recent expenditure of constructing/upgrading the septic system serving this property; and

WHEREAS, the Board of Works' intent of the "Project" is to fully eliminate the use and existence of septic systems within the project area.

NOW, THEREFORE, the Board of Public Works hereby declares the following:

1. That the sanitary sewer assessment for the property located at 4109 Evard Road as levied per the final Assessment Roll for Improvement Resolution 1587-2004 (as amended) is adjusted to $0.00 and that the property owner, upon issuance of a Sanitary Sewer Tap and payment of the tap inspection fee, is approved to connect to the public sanitary sewer system that is adjacent to the property.

2. Further, said sanitary sewer connection shall be completed by July 1, 2008 and shall be in compliance with the City's Sanitary Sewer Rules and Regulations and Standards and Specifications for connections to the public sanitary sewer system. If connection to the sanitary sewer system for this property is not completed by the identified date, this Adjustment to Sanitary Sewer Assessment Resolution shall be void and said property shall be subject to payment of the assessment identified in the final Assessment Roll for this "Project."

Adopted, this 21st day of May, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff
Chair

John Suarez
Member

Kumar Menon
Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

4109 Evard Road
Fort Wayne, IN 46835
260-348-2176
April 24, 2008

Public Works Administration
1 E. Main St.
RM 420
Fort Wayne, IN 46802

Gina Kostoff:

Greetings from a home owner and tax payer. I have a major concern about the sewer line project that was recently installed in my housing area, to which I am being told to hook up to at a cost of thousands of dollars.

I purchased my home back in December of 2000. At that time, I was told there were no plans for such a line. (That was a lie. I found out later this was in the works since the late 90's). I spent $10000 to install a new deluxe septic system with 1250 gallon tank, 1000 gallon dosing tank, drain tiles, and perimeter drain.

Now I am told to scrap that system and hook up to your city sewer line. I am working for a spirit of compromise on this situation.

I would like to see if it would be possible to have the $5400.00 that is owed by me for the project be waived and then I will hook up to the city sewer line by the end of May.

Please consider my request and contact me as soon as possible. Thanks so much for considering.

Sincerely,

Chris Moore

#95-5-21-08-2

Marilyn Huth

From: Nancy Townsend
Sent: Monday, May 19, 2008 12:49 PM
To: Gina Kostoff; Cecilia Case
Cc: Marilyn Huth
Subject: RE: Septic Letter for Board of Works

Attachments: Adjustment to Sanitary Sewer Assessment - 4109 Evard Rd.doc

Adjustment to Sanitary Sewer A...

Gina/Cici,
See the attached draft Resolution.....please review/edit/comment. Marilyn, it is Gina's intent to get this on the BOW agenda this week - this is a draft at this point and the final version may not be complete until tomorrow as I believe Cici is out today and I want her to review.

Thank you,
Nancy
2691

-----Original Message-----
From: Gina Kostoff
Sent: Friday, May 16, 2008 9:50 AM
To: Nancy Townsend; Cecilia Case
Cc: Marilyn Huth
Subject: FW: Septic Letter for Board of Works
Importance: High

Nancy -

I talked to Chris Moore and he is requesting a waiver of the $5400 hook-up with the understanding he will connect to the City sewer by the end of May. Attached is his letter.

I'd like to have this on next Wednesday's agenda for BOW. Cici - Do we need this in resolution form? Can you work with Nancy on the proper form, please?

-----Original Message-----
From: Chris Moore [mailto:northstar87@hotmail.com]
Sent: Thursday, May 15, 2008 9:40 PM
To: Gina Kostoff
Subject: Septic Letter for Board of Works

Thanks so much for all that you have done. Let me know if this is all that you will need. What time is the meeting and do I need to be there? Thanks again.

Chris Moore
4109 Evard Rd

51

EMERGENCY RESOLUTION NUMBER #95-5-21-08-1
3226 EASTBROOK AND 229 IRVINGTON

WHEREAS, an existing 12" VCP combination sewer line has collapsed in two locations in the easement behind 3226 Eastbrook Drive and 229 Irvington Drive and;

WHEREAS, said collapse could not reasonably be foreseen and requires immediate action, and;

WHEREAS, repair of the 12" combination sewer line is beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, T&E Excavating, Liberty Construction, Bercot Construction, Scheidleman Excavating and Allstar Excavating, were invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer repair and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIR.**

APPROVED this 21st day of May ,2008.

BOARD OF PUBLIC WORKS

By Regina A. Kostoff
Regina Kostoff, Chair

By
Kumar Mennon, Member

By John Suarez
John Suarez, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

44

3226 EASTBROOK DRIVE&
229 IRVINGTON DRIVE
COMBINATION SEWER
EMERGENCY REPAIR SPECIFICATIONS

SCOPE OF WORK:

This emergency repair shall consist of the following bid:

ITEM NO. 1

Replacement of plus or minus 12ft of 12" vcp combination sewer line in two locations on the same line. The overall depth of the repair will be approximately 15ft in a grass easement with limited room for equipment. Access to the first spot repair is through the driveway and back yard of 3221 Lima Rd. The home owner at 3226 East brook will need two days notice so that he can move the small metal shed. The contractor will be responsible for replacement of the concrete slab the shed sits on. The second spot repair can be accessed from the street next to 229 Irvington Drive it is 70 ft north of the manhole in the street. Also there are fences that will have to be taken down and put back up and a pole will probably have to be braced next to the second repair.

CONDITIONS OF WORK:

The contractor awarded the emergency repairs shall be required to provide and comply with the following items:

1. City of Fort Wayne Department of Water Resources, Development Criteria/Standards Manual
2. Contractor shall be responsible for and shall be required to comply with all Local, State and Federal Regulations regarding safety procedures, O.S.H.A. requirements and in particular open construction trench protection and confined space entry.
3. Contractor shall be required and responsible for placing and maintaining temporary barricades.
4. Contractor needs to comply with all E.B.E. requirements through City of Fort Wayne Compliance Office.
5. Contractor shall be responsible for dealing with whatever ground condition exists at the time of construction.
6. Contractor shall be responsible to protect, replace, and or repair all existing utilities in the emergency repair site.
7. Contractor is to submit Monthly Report and Manpower Summary to the City Compliance Office, Room #420.
8. Contractor shall be required to obtain and adhere to any and all required permits, including a right of way cut permit and a street barricade permit.

The Contractor is responsible to determine if the temporary removal, relocation, support or bracing of existing items, such as street and traffic signs, power poles, posts, fences, rock gardens, light posts, shrubs, bushes, guard rail, etc., is necessary. Should temporary removal or relocation be necessary, the Contractor shall be responsible to replace or reinstall said items at their original location or at locations designated by the property owners and the Contractor shall restore them to their original or better condition, at no extra cost.

3226 EASTBROOK DRIVE&
229 IRVINGTON DRIVE
COMBINATION SEWER EMERGENCY REPAIRS

BASE BID:

ITEM NO. 1 All costs to complete all work to replace plus or minus 12ft of 12" combination sewer line in two locations on the line between mh# M22 132 and M22 133.

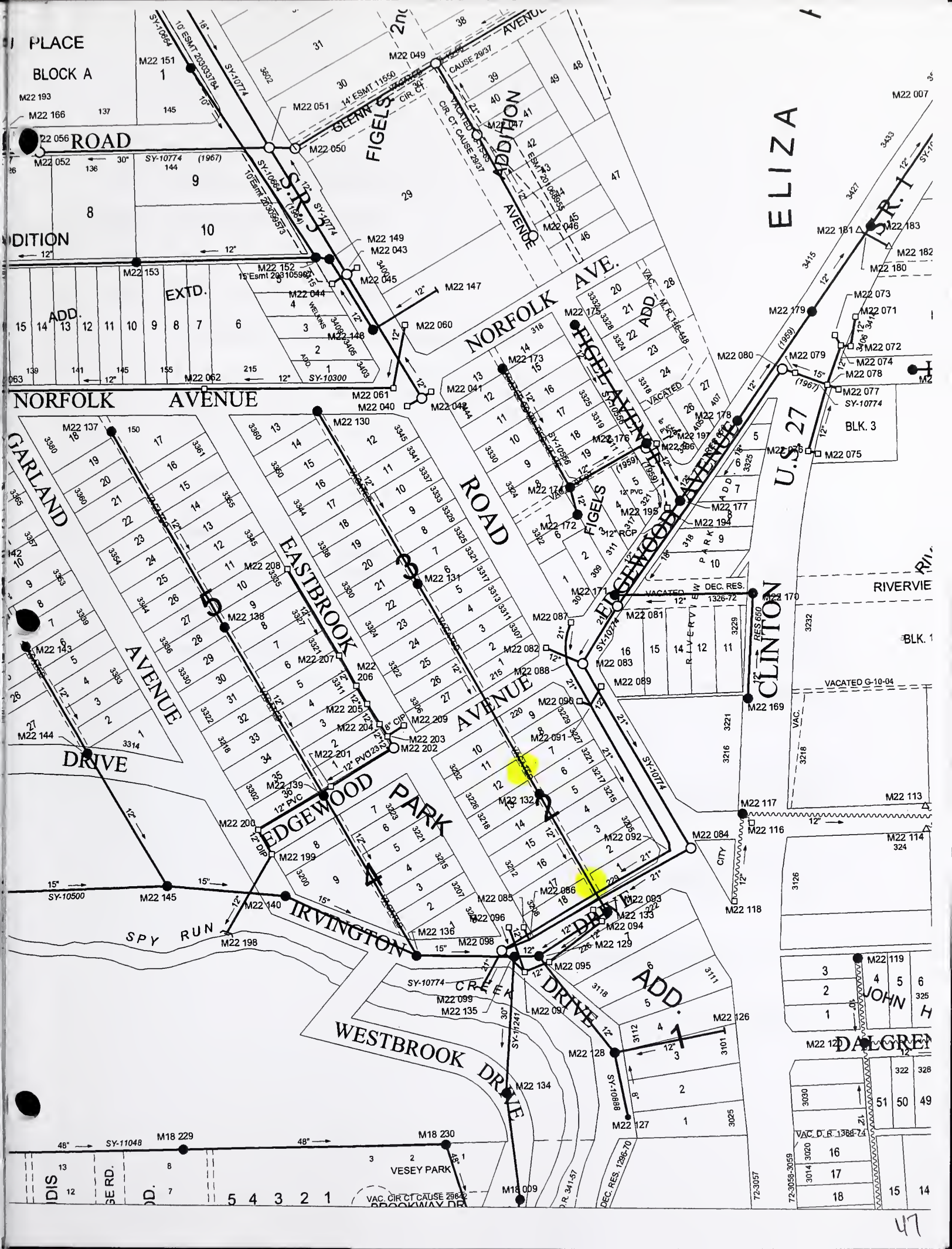
LUMP SUM **$**_____

The emergency repair work shall begin within 1 (one) day from date of obtaining an emergency repair order.

Proposal submitted this _____day of _____, 2008.

FROM_____
Contractor

BY_____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ROAD
S.R. 3
ADDITION
FIGELS
GLENN
AVENUE
NORFOLK AVE.
NORFOLK AVENUE
EXTD.
ADD.
HIGHLAND AVENUE
ELIZA
S.R. 1
U.S. 27
BLK. 3
GARLAND
AVENUE
EASTBROOK
ROAD
EDGEWOOD
PARK
DRIVE
IRVINGTON
SPY RUN
CREEK
WESTBROOK DRIVE
CLINTON
AVENUE
RIVERVIEW PARK
VACATED DEC. RES. 1326-72
RES 650
VACATED G-10-04
VACATED
BLK. 1
JOHN H
DALGREN
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VESEY PARK
VAC. CIR CT CAUSE 29632
BROOKWAY DR
DEC. RES. 1236-70
VAC. D.R. 1368-74
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SY-10704

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: May 28, 2008

RE: 2008 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $80,518.65 to be paid from the proceeds of the 2008 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #4

WA Jones Truck Bodies	675.00
Steven R Jenkins Co Inc.	11,875.00
American Aluminum Accessories	3,327.00
Waymires Auto Parts & Service	3,162.24
Southeastern Equipment Co	30,900.00
Tessco	22,737.85
Ziebart	676.30
Barney's Auto Electric	7,165.26
Total for Payment Requests	**$ 80,518.65**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

May 28, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: May 20, 2008

RE: SRF (STATE REVOLVING FUNDS) – **2005 Sewer Works**

Please include the following sewer SRF payments with the City Utilities vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$483,981.00.** These payments will be made using the 2005 sewer State Revolving Funds. These expenses are for the WPCP Primary Clarifiers project - W.O. 74742.

Draw #181	Barton Malow Co.	$388,029.00
Draw #182	CH2M Hill	44,544.00
Draw #183	DLZ	9,308.00
Draw #184	Donohue & Assoc.	42,100.00
	Total SRF Payments	**$483,981.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

May 28, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: May 28, 2008

RE: 2002 FWMBC Transportation Building Project

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $1,800.00 to be paid from the proceeds of the 2002 FWMBC Transportation Building Project which are held in an escrow at Wells Fargo Corporate Trust Services.

Wells Fargo Corporate Trust Services	1,800.00
Total for Payment Request	**$ 1,800.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

May 28, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: May 28, 2008

RE: 2006 Fort Wayne Municipal Building Corp - Public Safety Academy

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $23,570.99 to be paid from the proceeds of the 2006 FWMBC - Public Safety Academy which are held in an escrow at U.S. Bank Corporate Trust Services/LaSalle Bank.

Verizon Select Services	255.00
Innovative Control Systems, LLC	1,645.00
A. Hattersley & Sons, Inc.	425.99
Hofer and Davis, Inc.	600.00
Lapsley, Inc.	20,645.00
Total for Request #39	**$ 23,570.99**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

May 28 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: May 28, 2008

RE: 2007 PSAC Furniture Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $10,161.22 to be paid from the proceeds of the 2007 PSAC Furniture Lease Financing which are held in an escrow at JP Morgan Trust Company.

Associated Controls + Design	PR #19	230.00
Knoll, Inc.	PR #19	7,711.23
PSI, Inc.	PR #19	1,945.00
Peter Pepper Products	PR #19	274.99
Total for Payment Requests		**$ 10,161.22**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

May 28, 2008
Date

RESOLUTION NO. 95-5-28-08-1
AMENDING UNIT II, CHAPTER 5 OF THE
WATER RESOURCES DEVELOPMENT CRITERIA / STANDARDS MANUAL

WHEREAS, pursuant to the "Rule 13 Notice of Intent Letter," submitted by the City of Fort Wayne, Indiana ("City"), to the Indiana Department of Environmental Management ("IDEM") on October 28, 2003, and approved by IDEM on November 3, 2003, the City of Fort Wayne Board of Stormwater Management ("Board") did on January 23, 2008, adopt Resolution No. 95-1-23-08-1, replacing Unit II, Chapter 5, of the Water Resources Development Criteria/Standards Manual ("Manual") in order to regulate stormwater runoff in the City of Fort Wayne in compliance with IDEM's requirements; and

WHEREAS, the Board now finds it necessary to amend said Unit II, Chapter 5, including certain Exhibits and Forms therewith, in order to correct errors and include additional program management practices and requirements, all of which amendments are shown in the copies of Unit II, Chapter 5, Form FW II-5-1 "Application for SWPPP Permit," Form FW II-5-2 "Storm Water Pollution Prevention Plan ("SWPPP") Technical Review and Comment Form," and Form FW II-5-9 "Proprietary BMP Checklists," attached hereto as Exhibits A, B, C and D.

NOW, THEREFORE, the City of Fort Wayne Board of Stormwater Management resolves that:

1. Unit II, Chapter 5, entitled "Erosion Control" of the City's Water Resources Development Criteria/Standards Manual is hereby amended to include the changes shown in the copies of Unit II, Chapter 5, marked "Revised: May 28, 2008," Form FW II-5-1 "Application for SWPPP Permit," Form FW II-5-2 "Storm Water Pollution Prevention Plan ("SWPPP") Technical Review and Comment Form," and Form FW II-5-9 "Proprietary BMP Checklists," attached hereto as Exhibits A, B, C and D and made a part hereof.

2. Said amendments are effective as of the date of adoption of this Resolution.

ADOPTED, this 28th day of May, 2008.

BOARD OF STORMWATER MANAGEMENT

Robert P. Kennedy, Chairman

John Suarez, Member

Matthew Wirtz, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

TABLE OF CONTENTS

CHAPTER 5 – EROSION CONTROL II-5-1

5.1 General II-5-3
5.1.1 Purpose II-5-3
5.1.2 Applicability II-5-3
5.1.3 Definitions and References II-5-4
5.1.4 Regulatory Authorities II-5-5

5.2 Plan Submittals and Approvals II-5-6
5.2.1 Conceptual and Final Plans II-5-6
5.2.2 Plan Submittals II-5-6
5.2.3 Plan Review and Approval II-5-7
5.2.4 Final Record Drawings II-5-8

5.3 Plan Preparation II-5-8
5.3.1 General II-5-8
5.3.2 Construction Plan Preparation II-5-9
5.3.3 Post-Construction Plan Preparation II-5-9

5.4 BMP Selection and Design II-5-11
5.4.1 Performance Based BMPs II-5-11
5.4.2 Proprietary BMPs II-5-13

5.5 Inspection and Maintenance II-5-14
5.5.1 SWPPP Requirements II-5-15
5.5.2 Maintenance Agreement II-5-15
5.5.3 Construction Maintenance II-5-15
5.5.4 Post-Construction Maintenance II-5-15
5.5.5 Inspection and Maintenance Checklists II-5-15

5.6 SWPPP Compliance Procedures II-5-15

5.7 Fees II-5-17
5.7.1 City Fees II-5-17
5.7.2 Other Fees II-5-17

5.8 Permits II-5-17
5.8.1 Development Services Approvals II-5-17
5.8.2 Formal City Routing Approvals II-5-17

5.9 Enforcement II-5-17

EXHIBIT A

22

EXHIBITS

II-5-1	Storm Water Run-Off Associated With Construction Activity, 327 IAC 15-5 ("Rule 5") (January 23, 2008)
II-5-2	Potential Pollutants for Various Land Uses
II-5-3	Effectiveness of Management Practices for Runoff Control
II-5-4	Reserved
II-5-5	Guidance Document for Storm Water Pollution Prevention Plan (SWPPP) Submittal
II-5-6	Ten (10) Elements of an Effective Stormwater Site Plan
II-5-7	Sample Performance Based BMPs

FORMS

FW II-5-1	Application for SWPPP Permit
FW II-5-2	SWPPP Technical Review and Comment Form
FW II-5-3	Site Plan Routing Review Checklist
FW II-5-4	SWPPP Preparation Checklists
FW II-5-5	Construction Site Inspection Report
FW II-5-6	Construction Inspection Checklists
FW II-5-7	Post-Construction Inspection Checklists
FW II-5-8	Performance Based BMP Design Worksheets
FW II-5-9	Proprietary BMP Checklists
47487	State Form: Rule 5 – Notice of Intent (NOI)
51514	State Form: Rule 5 – Notice of Termination (NOT)

CHAPTER 5 - EROSION CONTROL

5.1 General

5.1.1 Purpose

The purposes of this Chapter are:

(1) To outline requirements for submittal and approval of plans for the control of soil erosion and sediment during construction, and the control of pollutants in stormwater after all construction work has been completed on a site (known collectively as the Stormwater Pollution Prevention Plan ("SWPPP")); and

(2) To outline requirements for implementation and maintenance of the practices and structures identified in the approved SWPPP.

5.1.2 Applicability

(1) Any person proposing construction activity within the corporate limits of the City of Fort Wayne must comply with all regulations that apply to the proposed construction activity, whether or not that activity is also subject to regulation by this Chapter.

(2) All proposed land disturbing activities, including but not limited to construction or modification of: parking lots, driveways, transportation projects, aboveground and underground utilities, building foundations, structures, site grading, demolition, site development and site construction shall be subject to regulation by this Chapter.

(3) Pursuant to 327 IAC 15-5-2, this Chapter applies to any person proposing construction activity within the corporate limits of the City of Fort Wayne, except:

(a) Operations that result in the land disturbance of less than one (1) acre of total land area as determined at 327 IAC 15-5-2(h) and are not part of a larger common plan of development or sale; and

(b) The activities exempted by 327 IAC 15-5-2(b) and 15-5-2(c).

(4) Pursuant to 327 IAC 15-5-2(e), off-site construction activities that provide services (for example, road extensions, sewer, water, and other utilities) to a permitted project site, must be considered a part of the permitted project site when the activity is under the control of the project site owner.

(5) For an individual lot where land disturbance is expected to be one (1) acre or more and the lot lies within a project site permitted under this rule, the individual lot owner must comply with 327 IAC 15-5-2(f).

(6) For an individual lot where the land disturbance is less than one (1) acre and the lot lies within a project site permitted under this rule, the individual lot operator must comply with 327 IAC 15-5-2(g).

(7) A person proposing construction of a multi-lot project must comply with 327 IAC 15-5-2(h).

(8) A person proposing construction activity associated with single-family residential dwellings disturbing less than five (5) acres when the dwelling is not part of a larger common plan of development or sale, is not required to prepare stormwater

construction plans or submit a Notice of Intent letter, but must comply with the other provisions of 327 IAC 15-5-2(i).

(9) Pursuant to 327 IAC 15-5-6.5(b), for a person proposing construction of a single-family residential development consisting of four (4) or fewer lots or a single-family residential strip development where the developer offers for sale or lease without land improvements, and the project is not part of a larger common plan of development or sale, the project site owner shall develop a set of construction plans containing storm water quality measures that achieve the minimum project site requirements specified in 327 IAC 15-5-7. The construction plan must also include the information required by 327 IAC 15-5-6.5(b).

(10) The calculation methods as well as the type, sizing, and placement of all stormwater quality management measures, or BMPs, shall comply with the design criteria, standards, and specifications outlined in the City's *Water Resources Development Criteria/Standards Manual* and *Water Resources Design Manual*.

(11) The following activities are exempt from regulation by this Chapter:

(a) Pursuant to 327 IAC 5-4-6(a)(4), a stormwater discharge associated with Indiana Department of Transportation projects.

(b) Pursuant to 327 IAC 5-4-6(a)(5), a stormwater discharge from an MS4 conveyance subject to regulation under 40 CFR 122.26(a)(iii) or 40 CFR 122.26(a)(iv).

(c) A stormwater discharge that is eligible for an individual NPDES permit pursuant to 327 IAC 15-2-9(b).

(d) Pursuant to 327 IAC 15-13-15(i), plans for construction activities that are operated by the City of Fort Wayne are exempt from regulation by this Chapter until the Indiana Department of Natural Resources authorizes the City to review and approve plans for its own projects.

5.1.3 Definitions and References

Definitions. Words and terms used in this Chapter shall have the meanings defined in this Chapter, and words or terms that are not defined in this Chapter shall have the meanings assigned at 327 IAC 15-5-4. The following terms shall have the associated meanings:

"Best management practice" or "BMP" means any structural or nonstructural control measure utilized to improve the quality and, as appropriate, reduce the quantity of stormwater run-off. The term includes schedules of activities, prohibitions of practice, treatment requirements, operation and maintenance procedures, use of containment facilities, land use planning, policy techniques, and other management practices.

"Construction activity" means land disturbing activities associated with the construction of infrastructure and structures. The term does not include routine ditch or road maintenance or minor landscaping projects.

"Construction plan" means a representation of a project site and all activities associated with the project, including the location of the site, buildings, infrastructure, grading and all other pertinent information related to the project site, including plans for control of soil sediment and erosion during construction.

"IDEM" means the Indiana Department of Environmental Management.

"Individual lot operator" means a contractor or subcontractor working on an individual lot.

"Individual lot owner" means a person who has financial control of construction activities for an individual lot.

"Land disturbing activity" means any manmade change of the land surface, including removing vegetative cover that exposes the underlying soil, excavating, filling, transporting, and grading.

"Measurable storm event" means a precipitation event that results in a total measured precipitation accumulation equal to, or greater than, one-half (0.5) inch of rainfall.

"Post-construction plan" means a representation of a project site showing all buildings, infrastructure, and other structures, and the location, design, purpose and maintenance requirements for all practices and structures that will be used to control stormwater after construction work on the site has been completed.

"Project site owner" means the person required to submit the NOI letter and required to comply with the terms of 327 IAC 15-5, including either of the following:

(1) A developer; or

(2) A person who has financial and operational control of construction activities and project plans and specifications, including the ability to make modifications to those plans and specifications.

"Stormwater Pollution Prevention Plan" or "SWPPP" means a plan developed to minimize the impact of stormwater pollutants resulting from construction activities. As used in this Chapter, the SWPPP will include both a construction plan and a post-construction plan.

"Strip development" means a multi-lot project where building lots front on an existing road.

"Total Suspended Solids" or "TSS" means solid particles suspended in stormwater runoff.

"USEPA" means the United States Environmental Protection Agency.

5.1.4 Regulatory Authorities

A person proposing or performing construction activity that is subject to regulation by this Chapter must comply with the following regulations:

(1) *Water Resources Development Criteria/Standards Manual* and *Water Resources Design Manual* (City of Fort Wayne, Water Resources Department). This Manual may be reviewed in the City's Water Resources Department, or downloaded from the City's website at www.cityoffortwayne.org (select City Utilities in the left column, then *Water Resources Development Criteria Standards Manual* in the left column).

(2) *Stormwater Management Department* (City of Fort Wayne, Code of Ordinances, Chapter 53). Chapter 53 may be reviewed in the City's Water Resources Department, or downloaded from the City's website at www.cityoffortwayne.org (select City Code in the right column).

(3) *Indiana Storm Water Quality Manual*, October 2007, as amended (Indiana Department of Environmental Management), except as modified by the City of Fort Wayne's *Water Resources Development Criteria/ Standards Manual* and *Water*

Resources Design Manual. This Manual may be obtained by contacting the Indiana Department of Environmental Management ("IDEM") at 800-451-6027, or may be downloaded from the state's website at http://www.in.gov/idem/stormwater.

(4) *Storm Water Run-Off Associated with Construction Activity* ("Rule 5") (Indiana Administrative Code 327 IAC 15-5). A copy of Rule 5 is attached as Exhibit II-5-1 at the end of this Chapter, and may also be downloaded from the state's website at http://www.in.gov/legislative/iac.

(5) *Storm Water Run-Off Associated with Municipal Separate Storm Sewer System Conveyances* ("Rule 13") (327 IAC 15-13). A copy of Rule 13 may be downloaded from the state's website at http://www.in.gov/legislative/iac/.

5.2 Plan Submittals and Approvals

5.2.1 Conceptual and Final Plans

Persons preparing construction plans that are subject to regulation by this Chapter are encouraged to prepare a conceptual Stormwater Pollution Prevention Plan ("SWPPP"), and must prepare a final SWPPP, as follows:

(1) Conceptual SWPPP. A conceptual SWPPP must provide sufficient information for the City's reviewers to identify potential problem areas ("red flags"), and determine whether or not the conceptual plan has the potential to achieve the stormwater goals, and comply with the regulations, in this Chapter, in order for the plan preparer to proceed with design of final plans.

(2) Final SWPPP. A final SWPPP must include detailed provisions for soil erosion and sediment control during construction, and detailed provisions for post-construction stormwater and sediment control, in accordance with the Regulatory Authorities in this Chapter. Final plans must provide detailed design information about existing and proposed site features, stormwater management practices, hydrologic conditions, proposed structures and practices, post-construction inspection, operation and maintenance, and all other related requirements.

(3) Demolition, Grading and Utilities Permit Exceptions. SWPPPs for aboveground and underground utilities, building foundations, site grading or demolition, may be submitted without the post-construction component if there will be no new impervious surface from which stormwater must be treated after the work has been completed.

5.2.2 Plan Submittals

(1) General. Each SWPPP submitted for review must include the following documents:

(a) Three (3) copies of the SWPPP application form (Form FW II-5-1 at the end of this Chapter);

(b) Three (3) copies of the complete set of the plans for the project, which must include the SWPPP; and

(c) Three (3) copies of the post-construction maintenance plan.

(2) Conceptual SWPPP. Conceptual SWPPPs should be delivered directly to Development Services in the Water Resources Department for review prior to a meeting between the owner, developer and/or contractor and the Development

Services staff to discuss the project. An "Application for SWPPP Permit" (Form FW II-5-1 at the end of this Chapter) must be submitted with the conceptual SWPPP.

(3) Final SWPPP.

(a) A final SWPPP that is part of the plans for a development plan approval or a site construction plan approval, which would normally be submitted through the City's formal plan routing and review procedures, must be submitted through those procedures.

(b) Any other final SWPPP, including but not limited to plans for driveways, parking lots, aboveground and underground utilities, building foundations, and site grading and demolition activities, must be submitted directly to Development Services.

(c) An "Application for SWPPP Permit" (Form FW II-5-1 at the end of this Chapter) must be submitted with each final SWPPP.

(4) Conceptual and final SWPPPs that are to be submitted to Development Services should be delivered to:

Development Services
City-County Building
1 East Main Street, Room 480
Fort Wayne, Indiana 46802-1804.

5.2.3 Plan Review and Approval

(1) Conceptual SWPPP Review and Approval. Development Services will review conceptual SWPPPs for compliance with basic submittal requirements, and will check for erosion and sediment control "red flag" issues. When the reviewer determines that it is feasible for the conceptual plan to satisfy the requirements of this Chapter, conceptual approval will be granted and the final design may be prepared. Conceptual approval is not final approval of the size, quantity or design of any particular element of a SWPPP.

(2) Final SWPPP Review and Approval. Development Services will review the final SWPPP for compliance with the requirements of this Chapter. If Development Services issues a notice of deficiency, the SWPPP must be revised to address the deficiency and resubmitted to Development Services for another review.

(3) After Development Services has approved the SWPPP and issued its approval, the project site owner may submit the Notice of Intent letter to IDEM with a copy to Development Services, pursuant to 327 IAC 15-5-5 and 15-5-6. No construction activity may begin on the project before the project site owner has submitted the following documents to Development Services, which must include all revisions required by the SWPPP approval and all revisions required by all other reviewing agencies:

(a) Three (3) copies of the SWPPP application form (Form FW II-5-1 at the end of this Chapter);

(b) Three (3) copies of the complete set of the plans for the project, which must include the SWPPP; and

(c) Three (3) copies of the post-construction maintenance plan.

(4) Other Approvals. In addition to approval of the final SWPPP, the entire plan set to which the SWPPP is attached must be reviewed and approved by Development Services and/or other agencies for non-SWPPP elements of the plan. All required approvals and permits, including approval of the SWPPP, must be obtained from all agencies prior to the initiation of construction activities.

(5) Plan Review Checklists. Plan preparation and review checklists include forms FW II-5-2, FW II-5-3 and FW II-5-4, copies of which are at the end of this Chapter.

5.2.4 Final Record Drawings

(1) Final record drawings showing all improvements as they were actually installed or constructed ("as-built drawings") must be prepared, signed and stamped in accordance with Unit I, Chapter 5 of the City's *Development Criteria/Standards Manual* and *Water Resources Design Manual.* In addition to the information required by Unit I, Chapter 5, the record drawings must show all improvements required by the approved SWPPP, as well as any variations from the approved SWPPP during construction.

(2) Two (2) complete sets of the record drawings must be delivered to Development Services.

5.3 Plan Preparation

5.3.1 General

(1) Each construction project that is to be undertaken on land that is subject to regulation by this Chapter must include a Stormwater Pollution Prevention Plan ("SWPPP"), which shall have two parts: a construction plan and a post-construction plan. Projects involving aboveground and underground utilities, building foundations, site grading or demolition and that do not increase the impervious surface at a project site must submit the construction component but not the post-construction component of the SWPPP.

(2) The following resources should also be utilized to prepare the SWPPP: *Guidance Document for Stormwater Pollution Prevention Plan (SWPPP) Submittal* (Appendix II-5-5 to this Chapter);

(a) *Ten (10) Elements of an Effective Stormwater Site Plan* (Appendix II-5-6 to this Chapter);

(b) The plan preparation checklists, forms FW II-5-2, FW II-5-3 and FW II-5-4 at the end of this chapter; and

(c) The sample SWPPPs on the EPA's website at: fttp://cfpub.epa.gov/npdes/stormwater/swppp.cfm.

(3) Multiple-sheet site development and construction plan sets must include at a minimum one sheet exclusively for the project's construction erosion and sediment control plan, and one sheet for the project's post-construction sediment control plan, each clearly labeled as such. The construction and post-construction plan sheets must be numbered as part of the overall site plan set, not separately. The text of the SWPPP may be on the plan sheets, or in a separate letter-size document. The post-

construction inspection and maintenance requirements must be in a separate document.

(4) It is recommended that designers develop a standard erosion control detail sheet for inclusion in all project plans, to be modified as needed and supplemented with additional sheets tailored for each specific project.

(5) The SWPPP must be prepared in accordance with this Manual and the Regulatory Authorities listed in this Chapter, and must include at a minimum the elements in the Technical Review and Comment Form, Form FW II-5-2 at the end of this Chapter.

(6) The boundaries of the land-disturbing activity on the site must be clearly delineated and identified on the plans, and must be accompanied by the area in square feet to be disturbed.

(7) Plans shall have a contact name, telephone number, fax number, email address and U.S. Postal address for the person(s) responsible for implementation and maintenance of the SWPPP.

(8) All required information and plans shall be signed and stamped by an Indiana Licensed Professional Engineer or Indiana Registered Land Surveyor.

5.3.2 Construction Plan Preparation

The project site owner is responsible for preparing the SWPPP in compliance with all applicable regulations; however, when preparing the construction plan, particular attention should be given to:

(1) Chapter 53, Sections 53.10 through 53.15 inclusive, and Sections 53.22, 53.23 and 53.30 of the Fort Wayne Code of Ordinances;

(2) Indiana's regulations at 327 IAC 15-5-5 through 15-5-8 inclusive (Exhibit II-5-1 to this Chapter);

(3) The *Guidance Document for Stormwater Pollution Prevention Plan (SWPPP) Submittal,* Section B, "Stormwater Pollution Prevention Plan – Construction Component" (Exhibit II-5-5 to this Chapter);

(4) The calculations in Section 5.4.1 of this Chapter, and the performance based BMP design worksheets (Form FW II-5-8 at the end of this Chapter); and

(5) Chapter 7 of the *Indiana Storm Water Quality Manual.*

5.3.3 Post-Construction Plan Preparation

(1) The project site owner is responsible for preparing the SWPPP in compliance with all applicable regulations; however, when preparing the post-construction plan, particular attention should be given to:

(a) Chapter 53, Sections 53.20 through 53.30 inclusive of the Fort Wayne Code of Ordinances;

(b) Indiana's regulations at 327 IAC 15-5-6.5(a)(8) and 15-5-8(e) (See Exhibit II-5-1 to this Chapter);

(c) The *Guidance Document for Stormwater Pollution Prevention Plan (SWPPP) Submittal,* Section C, "Stormwater Pollution Prevention Plan – Post Construction Component" (Exhibit II-5-5 to this Chapter);

(d) The proprietary BMP design calculations in Section 5.4.2 of this Chapter; and

(e) Chapter 8 of Indiana's *Indiana Storm Water Quality Manual.*

(2) Elements of an Effective Post-Construction Plan

A post-construction plan must:

(a) Include a pre- and post-development hydrologic analysis. A hydrologic analysis or drainage report that includes the pre- and post-development runoff must be conducted for the following storm sizes:

(1) The 2-year storm, also known as the "water quality storm," to protect natural channels from erosion;

(2) The 10-year or higher storm, to size storm drainage infrastructure; and

(3) The 100-year storm, to address flooding.

(b) Optimize site design. The project should mimic a site's pre-development hydrology by utilizing optimum site design principles, including minimizing the project's impervious footprint, conserving natural areas, and minimizing directly connected impervious areas. Such practices encourage infiltration and reduce the volume of stormwater discharged from the site. Practices that follow these principles include:

(1) Low impact development ("LID") and other green designs;

(2) Alternative pavers or green parking;

(3) Green roofs;

(4) Bioretention practices such as rain gardens; and

(5) Infiltration basins or infiltration trenches.

(c) Identify pollution prevention measures. The design must include practices to minimize and control the sources of pollutants. These measures are usually the most cost-effective methods of controlling pollutants in stormwater. Examples of pollution prevention measures include:

(1) Designing outdoor material storage and trash storage areas to minimize exposure to stormwater;

(2) Using efficient irrigation systems and landscape design;

(3) Designing vehicle and equipment wash areas to minimize discharges to the storm drain;

(4) Designing fueling areas to prevent spills and exposure to stormwater;

(5) Providing storm drain stenciling and signage; and

(6) Identifying controls that provide treatment and reduce stormwater volume and velocity.

(d) Identify treatment controls. Treatment controls in the form of structural BMPs must be installed where site design and source controls are not adequate to reduce stormwater pollutants to the levels required by this Chapter. BMPs must be designed to control runoff from the design storm events required by this Chapter, and must be selected based on their effectiveness in reducing the identified pollutants of concern at the project. BMPs with relatively low removal efficiency for a given pollutant are discouraged when other BMPs with a higher removal efficiency are available. Examples of treatment controls include:

(1) Biofilters;

(2) Detention basins;

(3) Infiltration basins;

(4) Wet ponds or wetlands;

(5) Drainage inserts;

(6) Filtration; and

(7) Hydrodynamic separation devices.

(e) Identify pollutants of concern ("POCs").

(1) Known or suspected POCs must be identified and addressed through appropriate BMPs. The POCs that are most likely to be found at various types of development are listed in Exhibit II-5-2 to this Chapter. The SWPPP must include BMPs to address the POCs that are or will be present at the site during and after construction has been completed.

(2) Any person installing new or replacement fuel dispensing facilities or tanks shall install appropriate proprietary BMPs to reduce lead, copper, zinc and polyaromatic hydrocarbons in stormwater runoff, pursuant to 327 IAC 15-13-16.

(f) Identify post-construction inspection and maintenance requirements and responsibilities. Refer to the standards in the *Indiana Storm Water Quality Manual*, Chapter 8, for guidance. If the manufacturer of a proprietary BMP provides an operations, inspection and maintenance guide for their product, that guide may be used to fulfill the requirements in this Section, provided that the guide complies with the requirements in this Chapter.

5.4 BMP Selection and Design

There are two categories of BMPs that are most frequently used in post-construction stormwater quality management: "performance based" and "proprietary."

5.4.1 Performance Based BMPs

(1) General. Performance based BMPs, including such measures as detention basins, bioretention and grass swales, are the most common stormwater quality control structures. Design standards for performance based BMPs are based on numerous performance tests comparing inlet and outlet samples to determine pollutant removal. If a BMP is designed and constructed according to performance based design criteria

and is properly maintained, it should perform at or near its rated efficiency indefinitely.

(2) Pre-Approved Performance Based BMPs. The table in Exhibit II-5-3 to this Chapter provides the rates of removal of total suspended solids ("TSS") and other pollutants from stormwater for a group of performance based BMPs. These rates have been accepted by the City as the performance rates for the listed BMPs. Where there is a range of rates for a particular BMP, the lowest rate in the range will be the accepted rate for that device or measure. Pre-approved BMPs must be constructed in accordance with the guidelines in the *Indiana Storm Water Quality Manual*, Chapter 8, except as modified by the requirements in this Chapter.

(3) Performance Based BMP Design. In order to achieve the City's goal of removing 80% of TSS of 110 microns or larger, performance-based BMPs must, either alone or as part of a BMP treatment chain, be designed to treat the "first flush runoff." The first flush runoff is determined by computing the water quality volume (WQ_v), which is the net volume of runoff stormwater from a storm of one inch (1") depth over the drainage area. Based on the final report of the Nationwide Urban Runoff Program and other sources, BMPs designed to treat the first flush runoff in the Fort Wayne area will treat the total runoff of up to 75% of storms annually, since the total depth of the stormwater from those storms is less than one inch.

The following equation must be used to calculate WQ_v:

$$WQ_v = \frac{(P)(R_v)(A)}{12}$$

where:

WQ_v = water quality volume in acre-feet
P = 1 inch of rainfall
$R_v = 0.05 + 0.009(I)$, where I is the percent impervious cover
A = area in acres

(4) For any proposed performance based BMP that is not on the pre-approved list, the person proposing the design must deliver to the City sufficient data showing that the design:

(a) Complies with the design requirements in this Section;

(b) Achieves the City's minimum 80% TSS removal rate at the 110 micron level (silt/fine sand) without re-entrainment;

(c) Removes other identified POCs;

(d) Has a low to medium maintenance requirement;

(e) Includes inspection and maintenance requirements that ensure uninterrupted operation of the BMP.

The design must be certified by a professional engineer licensed in the State of Indiana.

(3) Example Stormwater Quality Calculations. Sample calculations for several types of performance based BMPs are in Exhibit II-5-7 to this Chapter. Forms for making performance based BMP design calculations are in Form FW II-5-8.

5.4.2 Proprietary BMPs

(1) General. Proprietary BMPs are manufactured stormwater quality units (SQUs) such as hydrodynamic separation units, oil and floatable debris skimmers, and cartridge filter systems.

(2) Pre-Approved Proprietary BMPs. The proprietary BMPs that have been pre-approved for use in City of Fort Wayne are those that have been approved for use in the City of Indianapolis. The list of approved units may be viewed at:

http://www.indygov.org/eGov/City/DPW/Business/Specs/stormwater.htm

Alternatively, the project engineer may contact Development Services to determine whether a proposed proprietary BMP has been approved.

(3) Proprietary BMP Design. To achieve the City's goal of removing 80% of TSS of 110 microns or larger, proprietary BMPs must be designed to treat the "first flush runoff." The design flow rate for proprietary BMPs shall be determined using the following SCS runoff methodology:

(a) Delineate the watershed basins. Tabulate the total impervious and pervious areas. (*Impervious and pervious area runoff rates MUST be calculated as separate basins. The sizing calculation assumes the impervious area is connected directly to the SQU and the Tc calculation must be adjusted for this assumption (i.e. no flow over grass))*

(b) Determine the time of concentration using the TR-55 methodology (Worksheet 3) for each basin.

(c) Calculate the curve numbers (CN) for each basin, using CN=98 for the impervious basin.

(d) Determine the peak discharge from the 0.3 in storm using the appropriate Huff, 50% rainfall distribution (Storm duration 0 up to and including 6 hrs – 1st Quartile, 6.1 to 12 hrs – 2nd Quartile, 12.1 to 24 hrs – 3rd Quartile. See the table below for Huff Ordinates). A single hydrograph for each basin should be determined and all basin hydrographs added to determine the peak flow. Storm durations of 15, 30 and 45 minutes, and 1, 2, 3, 6, 12 and 24 hours should be checked to determine the peak SQU flow.

HUFF ORDINATES TABLE – FORT WAYNE HUFF QUARTILES

% Storm Time	1st Quartile	2nd Quartile	3rd Quartile	4th Quartile
0	0.00	0.00	0.00	0.00
10	20.00	6.67	6.00	7.14
20	41.11	17.14	12.23	14.23
30	54.83	34.17	18.86	20.00
40	62.00	52.18	26.15	25.71

28

50	68.42	66.67	38.46	33.33
60	75.00	76.36	57.23	38.00
70	81.62	84.29	76.11	48.50
80	87.50	90.00	87.69	68.24
90	93.75	95.56	95.08	87.88
100	100.00	100.00	100.00	100.00

(4) Unapproved Proprietary BMPs. Any proposed proprietary BMP that is not on the pre-approved list must be approved by the City prior to implementation. Proprietary BMPs must, either alone or as part of a BMP treatment chain:

(f) Achieve the City's minimum 80% TSS removal rate at the 110 micron level (silt/fine sand) without re-entrainment;

(g) Have a low to medium maintenance requirement;

(h) Be certified by a professional engineer licensed in the State of Indiana;

(i) Be based on design flow capacity, on design volume, or on continuous runoff and water quality simulation;

(j) Be tested by an independent testing facility, not the BMP manufacturer, to establish the TSS removal rate;

(k) Be designed in accordance with ASTM standard methods; and

(l) Be approved by the City. When applying for approval, the applicant must submit the following materials to the City:

(1) General process for product evaluation;

(2) Interim product approval; and

(3) Final product approval.

(5) BMP Configuration. BMPs must be configured as off-line units unless a detailed hydraulic analysis demonstrates that the upstream and downstream pipes will have sufficient capacity, and that surcharging created by high rainfall events will not result in loss of previously captured material. The City must approve the use of in-line BMPs.

(6) Exhibit II-5-8 at the end of this Chapter provides proprietary BMP checklists that must be used in the design of the various units.

5.5 Inspection and Maintenance

5.5.1 SWPPP Requirements. The SWPPP must contain provisions for inspection and maintenance of BMPs during and after all construction activity has been completed. The *Indiana Storm Water Quality Manual*, Chapters 7 and 8, should be consulted for guidance on preparation of inspection and maintenance plans. The SWPPP must include:

(1) Maintenance schedules;

(2) Inspection and maintenance requirements; and

(3) Provisions for City access to BMPs.

5.5.2 Maintenance Agreement. Prior to the start of any construction activity, the property owner and City shall co-sign an "Agreement for Construction, Maintenance, and Repair of Private Stormwater Facilities" that identifies the stormwater facilities to be maintained, the property served by the facilities, and the maintenance requirements. The agreement will be recorded in the office of the Allen County Recorder.

5.5.3 Construction Maintenance. During construction, the project site owner must implement a self-monitoring program that includes a written site evaluation of all erosion control measures and BMPs after each measurable storm event, and at least one time per week, in accordance with the requirements under 327 IAC 15-5-7(b)(18). All measures and controls must be repaired and maintained in proper operating condition in accordance with the approved SWPPP.

5.5.4 Post-Construction Maintenance. After all construction activity has been completed and the Notice of Termination has been filed with IDEM, BMP maintenance is the responsibility of the property owner, and shall be conducted in accordance with the approved SWPPP.

5.5.5 Inspection and Maintenance Checklists. Inspection and maintenance checklists that may be used for periodic site inspections, for inspections during construction, and for post-construction inspections and maintenance are located in Forms FW II-5-5, FW II-5-6 and FW II-5-7 at the end of this Chapter.

5.6 SWPPP Compliance Procedures

The following outline, developed in part by IDEM, provides basic procedural steps from plan preparation through submittal, review, and approval, and construction and post-construction stormwater management. These procedures should be supplemented with the detailed guidance and requirements in the regulations listed in this Chapter.

Step 1: Prepare the site development or construction plans.

The project site owner may prepare a conceptual Stormwater Pollution Prevention Plan ("SWPPP") (strongly recommended) and must prepare a final SWPPP for the entire project. The final SWPPP must be prepared in accordance with this Chapter and all other applicable regulations.

Step 2: Submit the complete set of plans, including the SWPPP, to the City for review.

The project site owner should submit the conceptual SWPPP directly to Development Services. Certain final SWPPPs, as described in this Chapter, must also be delivered directly to Development Services for a permit. All other final plans must be submitted through the City's formal plan routing and review procedures. The project site owner must deliver to Development Services three (3) complete sets of the SWPPP application form, the project plans (including the SWPPP), and the post-construction inspection and maintenance requirements.

Step 3: Receive plan approval from the City and other agencies.

All aspects of each plan, including the SWPPP, must be approved by all agencies before construction can begin. After receiving the approvals, the project site owner must deliver to Development Services three (3) complete sets of the SWPPP application form, the project plans (including the SWPPP), and the post-construction inspection and

maintenance requirements, which must include all revisions by all reviewing agencies.

Step 4: Publish public notice of the proposed construction activity.

For any project for which a Rule 5 Notice of Intent ("NOI") letter must be submitted, as determined under 327 IAC 15-5, the project site owner must publish a public notice of impending construction pursuant to 327 IAC 15-5-5(a)(9).

Step 5: Submit a Rule 5 Notice of Intent ("NOI").

The project site owner must complete the NOI in accordance with 327 IAC 15-5-5 and 15-5-6, and submit the NOI and supporting documents to IDEM and to Development Services a minimum of 48 hours prior to initiation of land disturbing activities. A complete NOI submittal must include:

(1) A completed and signed NOI form (State Form 47487 at the end of this Chapter);

(2) Attached proof of publication of the public notice;

(3) Attached proof of SWPPP approval by the City;

(4) Attached $100 general permit filing fee, payable to IDEM; and

(5) All other regulatory requirements.

Step 6: Notify IDEM and the City of pending construction.

The project site owner must notify IDEM of the actual start date within 48 hours of starting land disturbing activities, and must notify the City's Engineering Support Services (260-427-5065) a minimum of two working days (48 working-day hours) prior to the start of construction.

Step 7: Begin construction.

The project site owner must implement, install, operate and maintain the erosion control and BMP structures and practices in accordance with the approved SWPPP. During construction, revisions to the plan and changes at the construction site should be made as necessary to prevent pollutants, including sediment, from leaving the site. Discuss plan revisions with the City or its appointed agent. The site operator and must conduct periodic construction site inspections pursuant to 327 IAC 15-5-7(b)(18).

Step 8: Inspect erosion control measures.

After each measurable storm event, and at least one time weekly, the project site owner must perform a written evaluation of the project site, including the approved erosion and sediment controls, in accordance with the requirements under 327 IAC 15-5-7(b)(18).

Step 9: Complete construction and submit a Rule 5 Notice of Termination ("NOT").

The project site owner must prepare and submit an NOT and supporting documents to IDEM, with a copy to Development Services, in accordance with 327 IAC 15-5-8 when:

(b) All construction activity on a site has been completed;

(c) The site has been stabilized as defined in 327 IAC 15-5-7(b)(20);

(d) All temporary erosion and sediment control measures have been removed; and

(e) All work has been approved by the City and other agencies.

Early release from compliance with certain NOT requirements are discussed under 327 IAC 15-5-8(b)(2).

A complete NOT submittal must include:

(1) A completed and signed NOT form (State Form 51514 at the end of this Chapter);

(2) All required supporting documentation; and

(3) Verification from the City that the project meets the termination requirements specified in Rule 5.

Step 10: Prepare as-built drawings.

The project site owner must prepare two (2) complete sets of as-built drawings and deliver both sets to Development Services. The plans must show all changes to the stormwater quantity and quality features.

Step 11: Implement and maintain post-construction stormwater controls.

The individual lot owner is responsible for inspecting and maintaining post-construction stormwater control structures and practices that were approved in the SWPPP.

5.7 Fees

5.7.1 City Fees. The City does not assess filing fees for review of the SWPPP or for inspection of construction or post-construction improvements.

5.7.2 Other Fees. Pursuant to 327 IAC 15-5, a person proposing a construction project that requires filing of an NOI with IDEM must at their own expense publish a public notice and pay a filing fee to IDEM. Other agencies may assess fees according to their regulations.

5.8 Permits

5.8.1 Development Services Approvals. For SWPPPs that are delivered directly to Development Services for review and approval, the approved application form (Form FW II-5-1 at the end of this Chapter) will constitute a permit to file the NOI and proceed with construction.

5.8.2 Formal City Routing Approvals. All SWPPPs that are part of a larger plan set that must be submitted for review through the City's formal plan routing procedures, final approval and issuance of any permits shall be done through the formal routing procedure. The project site owner may request approval of the SWPPP prior to receiving the Planning Department's approval of the development plan or the Improvement Location Permit, and Development Services will issue its approval of the SWPPP, which will constitute a permit to file the NOI, but will not constitute approval to commence construction activity.

5.9 Enforcement Authority

The City's enforcement authority is defined in Chapter 53, Section 53.70, of the City of Fort Wayne Code of Ordinances.

Acknowledgements: USEPA, and the *City of Indianapolis Stormwater Design and Construction Specifications Manual.*

END CHAPTER 5

Application for SWPPP Permit

Type of Plan:

- ☐ Site Const. Plan
- ☐ Primary Devel. Plan
- ☐ Demolition
- ☐ Foundation
- ☐ Secondary Devel. Plan
- ☐ Grading
- ☐ Utilities
- ☐ Parking/Driveway

City Utilities Development Services
1 E. Main St.; Room 480
Fort Wayne, IN 46802
Telephone Number: (260) 427-5064
Fax Number: (260) 427-1353
www.cityoffortwayne.org

Project Name: _____

Project Location/Address Description: _____

_____

Latitude: N _____ **Hydrologic Unit Code:** _____

Longitude: W _____

Civil Township: **Quarter:** **Section:** **Township:** **Range:**

Project Site Owner Name (Person)*: _____

Relationship to Owner: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: **Fax:** **Email:**

Plan Preparer Name: _____

Relationship to Owner: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: **Fax:** **Email:**

On-site Erosion Control Supervisor: _____

(A trained individual responsible for self-inspection and record-keeping as defined by 327 IAC 15-5-4)

Phone: **Email:**

Name of receiving water/point of discharge: _____

(If stormwater is retained on site, name the nearest possible receiving water.)

Total Project Acreage: **Acres** **Acreage to be Disturbed:** **Acres**

Total Impervious Surface for Completed Project: _____ **Square Feet**

(as defined by 327 IAC 15-5-4(16) including structures, roads, parking lots, and other similar improvements)

Signature of Project Site Owner*: _____

Date: _____

*As defined by 327 IAC 15-5-4, "Project Site Owner" means the person who is responsible for submitting the construction plans, the notice of intent (NOI) letter and the notice of termination (NOT) letter; and who is either (1) any person financially responsible for construction activity, or (2) an owner of property who sells or leases, or offers for sale or lease, any lots in a subdivision, or (3) a person who has financial and operational control of construction activities and project plans and specifications, including the ability to make modifications to those plans and specifications.

For Office Use

SWPPP No. _____ **Permit No.** _____

Date Received _____ **Date Approved** _____ **By** _____

EXHIBIT B

Storm Water Pollution Prevention Plan (SWPPP) Technical Review and Comment Form

- Construction - Erosion & Sediment Control
- Post-Construction - Sediment Control

SWPPP No. _____

Reviewer Proj. No. _____

City Utilities Development Services
1 E. Main St., Room 480
Fort Wayne, IN 46802
Telephone Number: (260) 427-5064
Fax Number: (260) 427-1353
www.cityoffortwayne.org

Project Information

Project Name: County:
Plan Submittal Date: Hydrologic Unit Code:
Project Location Description:
Latitude and Longitude:
Civil Township: Quarter: Section: Township: Range:

Project Owner Name:
Contact:
Address:
City: State: Zip:
Phone: FAX: E-Mail:

Plan Preparer Name:
Affiliation:
Address:
City: State: Zip:
Phone: FAX: E-Mail:

Plan Review

Review Date:
Principal Plan Reviewer:
Agency:
Address:
City: State: Zip:
Phone: FAX: E-Mail:
Assisted By:

☐ **PLAN IS ADEQUATE:** A comprehensive plan review has been completed and it has been determined that the plan satisfies the minimum requirements and intent of 327 IAC 15-5.

- ☐ Please refer to the information on the following pages.
- ☐ Other:

☐

A preliminary, not final, plan review has been completed. The reviewing authority reserves the right to perform a comprehensive review at a later date, and revisions to the plan may be required at that time to address deficiencies.

- ☐ Please refer to additional information included on the following pages.
- ☐ Other:

☐ **PLAN IS DEFICIENT:** Significant deficiencies were identified during the plan review.

- ☐ Please refer to additional information included on the following pages.
- ☐ Responses to deficient items must be mailed or delivered to the Principal Plan Reviewer identified in the Plan Review Section above.
- ☐ Other:

EXHIBIT C

Storm Water Pollution Prevention Plan - Technical Review and Comment Form

Project Name: 0
Date Reviewed: January 0, 1900

The technical review and comments are intended to evaluate the completeness of the construction and post-construction components of the Storm Water Pollution Prevention Plan. All measures included in the Plan, as well as those recommended in this Review, should be evaluated as to their feasibility by a qualified individual, and structural measures must be designed by a qualified engineer. The Plan has not been reviewed for other local, state, or federal permits that may be required to proceed with this project. Additional information, including design calculations, may be requested to further evaluate the Plan.

All proposed stormwater pollution prevention measures and those referenced in this review must meet the design criteria and standards set forth in the City of Fort Wayne's Water Resources Development Criteria/Standards Manual, Unit II, Chapter 5.

Construction Plan Elements (Section A)

The items checked below are deficient and must be resolved before the SWPPP will be approved.

A			A		
☐	1	Index showing locations of required Plan Elements	☐	2	11 x 17 inch plat showing a building lot numbers/boundaries and road layout/names
☐	3	Narrative describing the nature and purpose of the project	☐	4	Vicinity map showing project location
☐	5	Legal Description of the Project Site (Include Latitude and Longitude - NOI Requirement)	☐	6	Location of all lots and proposed site improvements (roads, utilities, structures, etc.)
☐	7	Hydrologic Unit Code HUC (14 Digit)	☐	8	Notation of any State of Federal water quality permits
☐	9	Specific points where stormwater discharge will leave the site	☐	10	Location and name of all wetlands, lakes and water courses on and adjacent to the site
☐	11	Identification of all receiving waters	☐	12	Identification of potential discharges to ground water (abandoned wells, sinkholes, etc.)
☐	13	100 year floodplains, floodways, and floodway fringes	☐	14	Pre-construction and post construction estimate of Peak Discharge (10 year storm event)
☐	15	Adjacent land use, including upstream watershed	☐	16	Locations and approximate boundaries of all disturbed areas (Construction Limits)
☐	17	Identification of existing vegetative cover	☐	18	Soils map including soil descriptions and limitations
☐	19	Locations, size and dimensions of proposed stormwater systems (e.g. pipes, swales and channels)	☐	20	Plans for any off-site construction activities associated with this project (sewer/water tie-ins)
☐	21	Locations of proposed soil stockpiles and/or borrow/disposal areas	☐	22	Existing site topography at an interval appropriate to indicate drainage patterns
☐	23	Proposed final topography at an interval appropriate to indicate drainage patterns			

Storm Water Pollution Prevention Plan - Technical Review and Comment Form

Project Name: 0
Date Reviewed: January 0, 1900

Construction Component *(Section B)*

Adequate	Deficient	Not Applicable	B	
				The construction component of the Storm Water Pollution Prevention Plan includes stormwater quality measures to address erosion, sedimentation, and other pollutants associated with land disturbance and construction activities. Proper implementation of the plan and inspections of the construction site are necessary to minimize the discharge of pollutants. The Project Site Owner should be aware that unforeseen construction activities and weather conditions may affect the performance of a practice or the effectiveness of the plan. The plan must be a flexible document, with provisions to modify or substitute practices as necessary.
☐	☐		1	**Description of potential pollutant sources associated with construction activities**
☐	☐		2	**Sequence describing stormwater quality measure implementation relative to land disturbing activities**
☐	☐		3	**Stable construction entrance locations and specifications (at all points of ingress and egress)**
☐	☐	☐	4	**Sediment control measures for sheet flow areas**
☐	☐	☐	5	**Sediment control measures for concentrated flow areas**
☐	☐	☐	6	**Storm sewer inlet protection measure locations and specifications**
☐	☐	☐	7	**Runoff control measures** *(e.g. diversions, rock check dams, slope drains, etc.)*
☐	☐	☐	8	**Storm water outlet protection specifications**
☐	☐	☐	9	**Grade stabilization structure locations and specifications**
☐	☐		10	**Location, dimensions, specifications, and construction details of each stormwater quality measure**
☐	☐		11	**Temporary surface stabilization methods appropriate for each season** *(include sequencing)*
☐	☐		12	**Permanent surface stabilization specifications** *(include sequencing)*
☐	☐	☐	13	**Material handling and spill prevention plan**
☐	☐		14	**Monitoring and maintenance guidelines for each proposed stormwater quality measure**
☐	☐	☐	15	**Erosion & sediment control specifications for individual building lots**

Post-Construction Component *(Section C)*

Adequate	Deficient	Not Applicable	C	
				The post-construction component of the Storm Water Pollution Prevention Plan includes the implementation of stormwater quality measures to address pollutants that will be associated with the final land use. Post-construction stormwater quality measures must be functional upon completion of the project. Long term functionality of the measures are critical to their performance and must be monitored and maintained.
☐	☐	☐	1	**Description of pollutants and their sources, associated with the proposed land use**
☐	☐	☐	2	**Sequence describing stormwater quality measure implementation**
☐	☐	☐	3	**Description of proposed post-construction stormwater quality measures** *(Include a written description of how these measures will reduce discharge of expected pollutants)*
☐	☐	☐	4	**Location, dimensions, specifications, and construction details for each stormwater quality measure**
☐	☐	☐	5	**Description of inspection and maintenance guidelines for post-construction sediment control**

Storm Water Pollution Prevention Plan - Technical Review and Comment Form	
Comments / Summary of Required Revisions	
Project Name:	0
Date Reviewed:	January 0, 1900
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Proprietary BMP Checklists

ADS Stormwater Quality Units Checklist

The following notes / maintenance items should be included in the operations and maintenance manual (O & M Manual):

1. The maximum sediment depth should be clearly specified, e.g. 8", and not just referenced to diameter of unit.
2. Graphical and written description of sediment measuring procedure. This should include the use of any specific equipment (e.g. Sludge Judge_)
3. Oil removal procedure during routine cleanout.
4. The O & M Manual should specify entry into the SQU should be considered an OSHA confined space and guidelines followed.
5. The O & M Manual should clearly state water and sediment from cleaning procedures should not be dumped into a sanitary sewer.
6. A minimum inspection frequency of 6 months should be specified in the narrative and the tabular inspection schedule.
7. Inspection and maintenance of connecting manhole and diversion weir should be included in narrative and checklist.
8. Detail drawing of proposed SQU should be included as well as diversion structure.
9. Note in the manual to clean unit immediately if there is a hydrocarbon spill (e.g. gasoline or oil).
10. Disposal according federal, state and local requirements should also be noted for sediments etc.
11. The manual must clearly note the unit must be refilled with water after each cleaning.
12. Cleanout should be specified for once a year at a minimum.

The following items should be specified on all plans referencing an ADS SQU submitted for approval by the City:

1. The bedding / backfill must be #57 or #8 stone
2. The installation details (6 steps) provided by the manufacturer should be included on the plans. They are available from the website.
3. Concrete collar around risers for traffic loading conditions.
4. The minimum cover above the crown of the pipe to grade for the unit as required by manufacturer.
5. Detail drawing of SQUs should be included on plans.
6. Detail of connecting structures and diversion weirs etc. should be included.
7. A minimum of two 24" access opening / casting should be shown.
8. All diversion structures and connecting pipes should meet the current Water Resources Development Criteria / Standards Manual requirements.

The following requirements should be addressed in drainage design reports:

1. The design storm should not create a hydraulic tailwater condition on the SQU. A first flush hydraulic gradeline evaluation should be included in the report.
2. The design storm should be the peak runoff for a 0.3 inch rainfall depth using the appropriate Huff Quartile, 50% rainfall distribution. The contributing watershed should be modeled with the pervious and impervious areas inputted as separate areas (i.e. not combined using a single curve number).
3. Diversion structure design should be documented with calculations as appropriate. The diversion should be designed to limit the flow to the unit.
4. The 10-yr pipe capacity up and downstream of any diversion structure should be documented with calculations to demonstrate the water surface for the 10-yr storm is below the crown of the pipe as required by the Water Resources Development Criteria / Standards Manual.

EXHIBIT D

AquaShield *Aqua-Swirl* Checklist

The following notes / maintenance items should be included in the operations and maintenance manual (O & M Manual):

1. The maximum sediment depth should be clearly specified, e.g. 8".
2. Graphical and written description of sediment measuring procedure. This should include the use of any specific equipment (e.g. Sludge Judge_).
3. Oil removal procedure during routine cleanout.
4. The O & M Manual should specify entry into the SQU should be considered an OSHA confined space and guidelines followed.
5. The O & M Manual should clearly state water and sediment from cleaning procedures should not be dumped into a sanitary sewer.
6. A minimum inspection frequency of 6 months should be specified in the narrative and the tabular inspection schedule.
7. Off-line configurations must include inspection and maintenance of connecting manhole and diversion weir.
8. Detail drawing of proposed SQU should be included.
9. Note in the manual to clean unit immediately if there is a hydrocarbon spill (e.g. gasoline or oil).
10. Inspection of each chamber for sediment should be addressed.
11. Use of adsorbent pads for oil removal from unit should be discussed.
12. A note should be provided indicating disposal of all sediment must be in accordance with all federal, state and local requirements.

The following items should be specified on all plans referencing an Aqua-Swirl SQU submitted for approval by the City:

1. The minimum cover above the crown of the pipe to grade for the unit should be as required by Water Resources Development Criteria / Standards Manual.
2. A base of 12" of Class I material, as defined by ASTM D 2321, compacted to 95% proctor density must be provided.
3. Backfill must be Class I, compacted to 90% proctor density, extend at least 3.5 ft beyond the outside of the unit and for the full height.
4. The connection is made with a flexible connector and a sheer guard.
5. Detail drawing of SQUs should be included on plans.
6. Detail of connecting structures and diversion weirs etc. for the off-line configurations should be included.
7. A reinforced concrete pad must be provided when traffic loading (roadway, parking areas) is anticipated. The pad should extend 12" beyond the outside diameter of the unit.
8. Bollards should be installed around the unit in non-traffic areas.

The following requirements should be addressed in drainage design reports:

1. The first flush design storm should not create a hydraulic tailwater condition on the SQU outlet. A first flush hydraulic gradeline evaluation should be included in the report.
2. The design storm should be the peak runoff for a 0.3 inch rainfall depth using the appropriate Huff Quartile, 50% rainfall distribution. The contributing watershed should be modeled with the pervious and impervious areas inputted as separate areas (i.e. not combined using a single curve number).
3. Diversion structure design should be documented with calculations as appropriate.
4. The 10-yr pipe capacity up and downstream of any diversion structure should be documented with calculations to demonstrate the water surface for the 10-yr storm is below the crown of the pipe as required by the Water Resources Development Criteria / Standards Manual.

Proprietary BMP Checklists

CDS Technologies *Continuous Deflective Separation (CDS) Unit* Checklist

The following notes / maintenance items should be included in the operations and maintenance manual (O & M Manual):

1. The maximum sediment depth should be clearly specified, e.g. 8".
2. Graphical and written description of sediment measuring procedure. This should include the use of any specific equipment (e.g. Sludge Judge_).
3. Oil removal procedure during routine cleanout (if equipped with oil baffle or if absorbants are used).
4. The O & M Manual should specify entry into the SQU should be considered an OSHA confined space and guidelines followed.
5. The O & M Manual should clearly state water and sediment from cleaning procedures should not be dumped into a sanitary sewer.
6. A minimum inspection frequency of 6 months should be specified in the narrative and the tabular inspection schedule.
7. Off-line configurations must include inspection and maintenance of connecting manhole and diversion weir.
8. Detail drawing of proposed SQU should be included.
9. Note in the manual to clean unit immediately if there is a hydrocarbon spill (e.g. gasoline or oil).
10. Inspection of both inner and outer areas of the screen for sediment should be addressed.
11. Disposal according federal, state and local requirements should also be noted for sediments etc.

The following items should be specified on all plans referencing a CDS SQU submitted for approval by the City:

1. The 2400 _m must be specified and shown on the detail drawing. The 4800_m screen should not be approved.
2. The minimum cover above the crown of the pipe to grade for the unit should be as required by Water Resources Development Criteria / Standards Manual.
3. A 6" stone base should be shown on the detail.
4. The backfill should be specified as required by the adjoining pipe.
5. Detail drawing of SQUs should be included on plans.
6. Detail of connecting structures and diversion weirs etc. for off-line configurations should be included.
7. A minimum 24" access opening / casting should be shown.

The following requirements should be addressed in drainage design reports:

1. The design storm should not create a hydraulic tailwater condition on the SQU. A first flush hydraulic gradeline evaluation should be included in the report.
2. The design storm should be the peak runoff for a 0.3 inch rainfall depth using the appropriate Huff Quartile, 50% rainfall distribution. The contributing watershed should be modeled with the pervious and impervious areas inputted as separate areas (i.e. not combined using a single curve number.
3. Diversion structure design should be documented with calculations as appropriate.
4. The 10-yr pipe capacity up and downstream of any diversion structure should be documented with calculations to demonstrate the water surface for the 10-yr storm is below the crown of the pipe as required by the Water Resources Development Criteria / Standards Manual.

Contech *Stormvault* Checklist

The following notes / maintenance items should be included in the operations and maintenance manual (O & M Manual):

1. A detailed cleaning procedure should be provided
2. A maximum sediment depth should be clearly specified, e.g. 8".
3. Oil removal procedure during routine cleanout.
4. The O & M Manual should specify entry into the SQU should be considered an OSHA confined space and guidelines followed.
5. The O & M Manual should clearly state water and sediment from cleaning procedures should not be dumped into a sanitary sewer.
6. A minimum inspection frequency of 6 months should be specified in the narrative and the tabular inspection schedule.
7. The Manual must include inspection and maintenance of connecting manhole and diversion weir.
8. Detail drawing of proposed SQU should be included.
9. Note in the manual to clean unit immediately if there is a hydrocarbon spill (e.g. gasoline or oil).
10. Inspection of each chamber or treatment zone should be addressed.
11. A note should be provided indicating disposal of all sediment must be in accordance with all federal, state and local requirements.

The following items should be specified on all plans referencing a Stormvault SQU submitted for approval by the City:

1. The backfill should be specified as required by the manufacturer and copies provided on the plans.
2. Detail drawing of SQUs should be included on plans.
3 Detail of connecting structures and diversion weirs etc. for off-line configurations should be included.

The following requirements should be addressed in drainage design reports:

1. The WQv should be calculated per Chapter 5 and the outlet sized to detain the that volume over 24 hrs.
2. The design of the diversion structure should be documented.
3. Diversion structure design should be documented with calculations as appropriate.
4. The 10-yr pipe capacity up and downstream of any diversion structure should be documented with calculations to demonstrate the water surface for the 10-yr storm is below the crown of the pipe as required by the Water Resources Development Criteria / Standards Manual.

Proprietary BMP Checklists

Contech *Vortechs* Checklist

The following notes / maintenance items should be included in the operations and maintenance manual (O & M Manual):

1. The maximum sediment depth should be clearly specified, e.g. 8".
2. Graphical and written description of sediment measuring procedure. This should include the use of any specific equipment (e.g. Sludge Judge_).
3. Oil removal procedure during routine cleanout.
4. The O & M Manual should specify entry into the SQU should be considered an OSHA confined space and guidelines followed.
5. The O & M Manual should clearly state water and sediment from cleaning procedures should not be dumped into a sanitary sewer.
6. A minimum inspection frequency of 6 months should be specified in the narrative and the tabular inspection schedule.
7. Off-line configurations must include inspection and maintenance of connecting manhole and diversion weir.
8. Detail drawing of proposed SQU should be included.
9. Note in the manual to clean unit immediately if there is a hydrocarbon spill (e.g. gasoline or oil).
10. Inspection of each chamber for sediment should be addressed.
11. A note should be provided indicating disposal of all sediment must be in accordance with all federal, state and local requirements.

The following items should be specified on all plans referencing a Vortechs SQU submitted for approval by the City:

1. The minimum cover above the crown of the pipe to grade for the unit should be as required by Water Resources Development Criteria / Standards Manual.
2. A 6" stone base should be shown on the detail.
3. The backfill should be specified as required by the adjoining pipe.
4. Detail drawing of SQUs should be included on plans.
5 Detail of connecting structures and diversion weirs etc. for off-line configurations should be included.
6. Note on detail for contractor to level unit.

The following requirements should be addressed in drainage design reports:

1. The design storm should not create a hydraulic tailwater condition on the SQU. A first flush hydraulic gradeline evaluation should be included in the report.
2. The design storm should be the peak runoff for a 0.3 inch rainfall depth using the appropriate Huff Quartile, 50% rainfall distribution. The contributing watershed should be modeled with the pervious and impervious areas inputted as separate areas (i.e. not combined using a single curve number.
3. Inlet must be 90 degrees to side of unit.
4. The unit must be off-line if peak design flow greater than 100 gpm / ft^2 (0.22275 cfs / ft^2) of treatment (grit) chamber.
5. Diversion structure design should be documented with calculations as appropriate.
6. The 10-yr pipe capacity up and downstream of any diversion structure should be documented with calculations to demonstrate the water surface for the 10-yr storm is below the crown of the pipe as required by the Water Resources Development Criteria / Standards Manual.

Contech *VortSentry* Checklist

The following notes / maintenance items should be included in the operations and maintenance manual (O & M Manual):

1. The maximum sediment depth should be clearly specified, e.g. 8".
2. Graphical and written description of sediment measuring procedure. This should include the use of any specific equipment (e.g. Sludge Judge_).
3. Oil removal procedure during routine cleanout.
4. The O & M Manual should specify if entry into the SQU should be considered an OSHA confined space and guidelines followed.
5. The O & M Manual should clearly state water and sediment from cleaning procedures should not be dumped into a sanitary sewer.
6. A minimum inspection frequency of 6 months should be specified in the narrative and the tabular inspection schedule.
7. Off-line configurations must include inspection and maintenance of connecting manhole and diversion weir.
8. Detail drawing of proposed SQU should be included.
9. Note in the manual to clean unit immediately if there is a hydrocarbon spill (e.g. gasoline or oil).
10. A note should be provided indicating disposal of all sediment must be in accordance with all federal, state and local requirements.

The following items should be specified on all plans referencing a VortSentry SQU submitted for approval by the City:

1. The minimum cover above the crown of the pipe to grade for the unit should be as required by Water Resources Development Criteria / Standards Manual.
2. A 6" stone base should be shown on the detail.
3. The backfill should be specified as required by the adjoining pipe.
4. Detail drawing of SQUs should be included on plans.
5. Detail of connecting structures and diversion weirs etc. for off-line configurations should be included.

The following requirements should be addressed in drainage design reports:

1. The design storm should not create a hydraulic tailwater condition on the SQU. A first flush hydraulic gradeline evaluation should be included in the report.
2. The design storm should be the peak runoff for a 0.3 inch rainfall depth using the appropriate Huff, 50% rainfall distribution. The contributing watershed should be modeled with the pervious and impervious areas inputted as separate areas (i.e. not combined using a single curve number.
3. Diversion structure design should be documented with calculations as appropriate.
4. The 10-yr pipe capacity up and downstream of any diversion structure should be documented with calculations to demonstrate the water surface for the 10-yr storm is below the crown of the pipe as required by the Water Resources Development Criteria / Standards Manual.

Proprietary BMP Checklists

Hydro International *Downstream Defender* Checklist

The following notes / maintenance items should be included in the operations and maintenance manual (O & M Manual):

1. The maximum sediment depth should be clearly specified, e.g. 8".
2. Graphical and written description of sediment measuring procedure. This should include the use of specific equipment (e.g. Sludge Judge_).
3. Oil removal procedure during routine cleanout.
4. The O & M Manual should specify if entry into the SQU should be considered an OSHA confined space and guidelines followed.
5. The O & M Manual should clearly state water and sediment from cleaning procedures should not be dumped into a sanitary sewer.
6. A minimum inspection frequency of 6 months should be specified in the narrative and the tabular inspection schedule.
7. Off-line configurations must include inspection and maintenance of connecting manhole and diversion weir.
8. Detail drawing of proposed SQU should be included.
9. Note in the manual to clean unit immediately if there is a hydrocarbon spill (e.g. gasoline or oil).
10. A note should be provided indicating disposal of all sediment must be in accordance with all federal, state and local requirements.

The following items should be specified on all plans referencing a Downstream Defender SQU submitted for approval by the City:

1. The minimum cover above the crown of the pipe to grade for the unit should be as required by Water Resources Development Criteria / Standards Manual.
2. A 6" stone base should be shown on the detail.
3. The backfill should be specified as required by the adjoining pipe.
4. Detail drawing of SQUs should be included on plans.
5 Detail of connecting structures and diversion weirs etc. for off-line configurations should be included.

The following requirements should be addressed in drainage design reports:

1. The design storm should not create a hydraulic tailwater condition on the SQU. A first flush hydraulic gradeline evaluation should be included in the report.
2. The design storm should be the peak runoff for a 0.3 inch rainfall depth using the appropriate Huff, 50% rainfall distribution. The contributing watershed should be modeled with the pervious and impervious areas inputted as separate areas (i.e. not combined using a single curve number.
3. The 10-yr pipe capacity up and downstream of any diversion structure should be documented with calculations to demonstrate the water surface for the 10-yr storm is below the crown of the pipe as required by the Water Resources Development Criteria / Standards Manual.
4. Diversion structure design should be documented with calculations as appropriate.

Proprietary BMP Checklists

Imbrium *Stormceptor* Checklist

The following notes / maintenance items should be included in the operations and maintenance manual (O & M Manual):

1. The maximum sediment depth should be clearly specified, e.g. 8".
2. Graphical and written description of sediment measuring procedure. This should include the use of a dipstick tube equipped with a ball valve (e.g. Sludge Judge_)
3. Oil removal procedure during routine cleanout.
4. The O & M Manual should specify if entry into the SQU should be considered an OSHA confined space and guidelines followed.
5. The O & M Manual should clearly state water and sediment from cleaning procedures should not be dumped into a sanitary sewer.
6. A minimum inspection frequency of 6 months should be specified in the narrative and the tabular inspection schedule.
7. Off-line configurations must include inspection and maintenance of connecting manhole and diversion weir.
8. Detail drawing of proposed SQU should be included.
9. Note in the manual to clean unit immediately if there is a hydrocarbon spill (e.g. gasoline or oil).
10. A note should be provided indicating disposal of all sediment must be in accordance with all federal, state and local requirements.
11. A detail drawing of the floating debris capture device .
12. Written instruction for inspection the floating debris capture devise and methods of debris removal.

The following items should be specified on all plans referencing a Stormceptor SQU submitted for approval by the City:

1. The elevation of the outlet pipe should be a minimum of 1" (0.0833') below the elevation of the inlet pipe.
2. There is a minimum requirement for 2 ft of cover above the crown of the pipe to grade for the unit.
3. A 6" stone base should be shown on the detail.
4. The backfill should be specified as required by the adjoining pipe.
5. Detail drawing of SQUs should be included on plans.
6 Detail of connecting structures and diversion for off-line configurations should be included.
7. Detail of the floating debris capture device

The following requirements should be addressed in drainage design reports:

1. The design storm must not create a hydraulic tailwater condition on the SQU. A first flush hydraulic gradeline evaluation should be included in the report.
2. The design storm should be the peak runoff for a 0.3 inch rainfall depth using the Appropriate Huff, 50% rainfall distribution. The contributing watershed should be modeled with the pervious and impervious areas inputted as separate areas (i.e. not combined using a single curve number.
3. The velocity of the water entering the unit must be below 4.27 ft/s up to the treatment design flow rate.
4. The 10-yr pipe capacity up and downstream of any diversion structure should be documented with calculations to demonstrate the water surface for the 10-yr storm is below the crown of the pipe as required by the Water Resources Development Criteria / Standards Manual.
5. Diversion structure design should be documented with calculations as appropriate.

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: May 28, 2008

RE: 2007 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $22,732.60 to be paid from the proceeds of the 2007 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #23

Gasoline Equipment	19,299.60
MES-Indiana	3,433.00
Total for Payment Requests	**$ 22,732.60**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

May 28, 2008
Date

STREET LIGHT RESOLUTION

NUMBER 319-08

ABOITE & CARROLL ROAD INTERSECTIONS 2008 PHASE 3

STREET LIGHT IMPROVEMENT

The Board of Public Works of the City of Fort Wayne, Indiana, hereby deems it necessary to install an underground street light system in the following additions: CARROLL ESTATES; MILLER RIDGE; GLENS OF LIBERTY MILLS; NORTH SHORES; THE SHORES; HAVERHILL; SKYHILL ESTATES; LIBERTY HILLS; LIBERTY HILLS WEST; and SOMERSET ACRES; and at 4314 DALEWOOD DRIVE; and 1236 SUMMIT STREET, in accordance with the plans and specifications on file in the office of the Board of Works of the city of Fort Wayne, Indiana, and such lighting is now ordered. This improvement is ordered pursuant to the applicable Indiana Statutes.

This project is funded with 2008 CEDIT ANNEXATION Funds. All proceedings and any work done in the said lighting assessment of property and collections of assessments shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

BOARD OF PUBLIC WORKS

Regina A. Kostoff – Chair

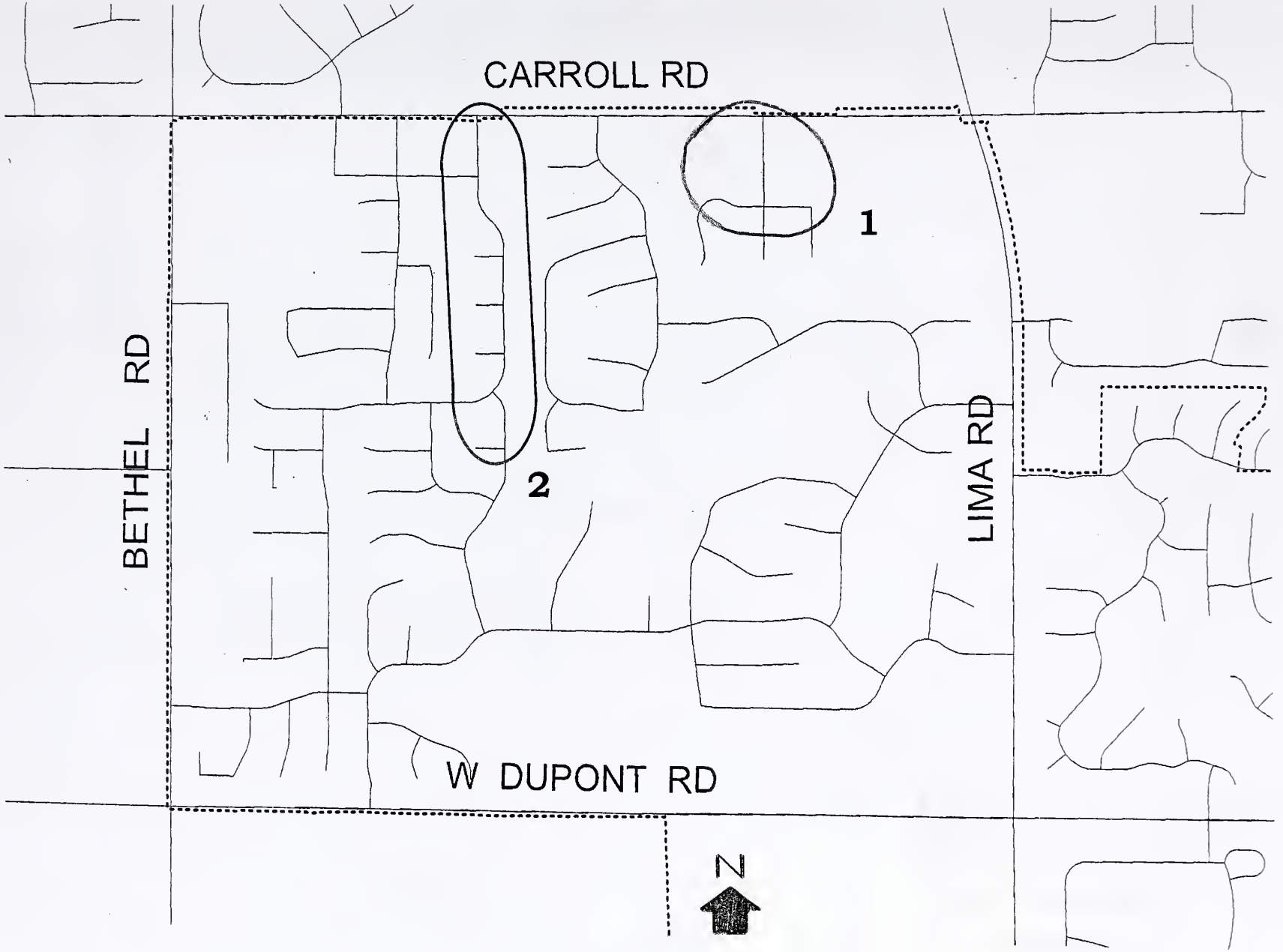
John Suarez – Member

Kumar Menon -Member

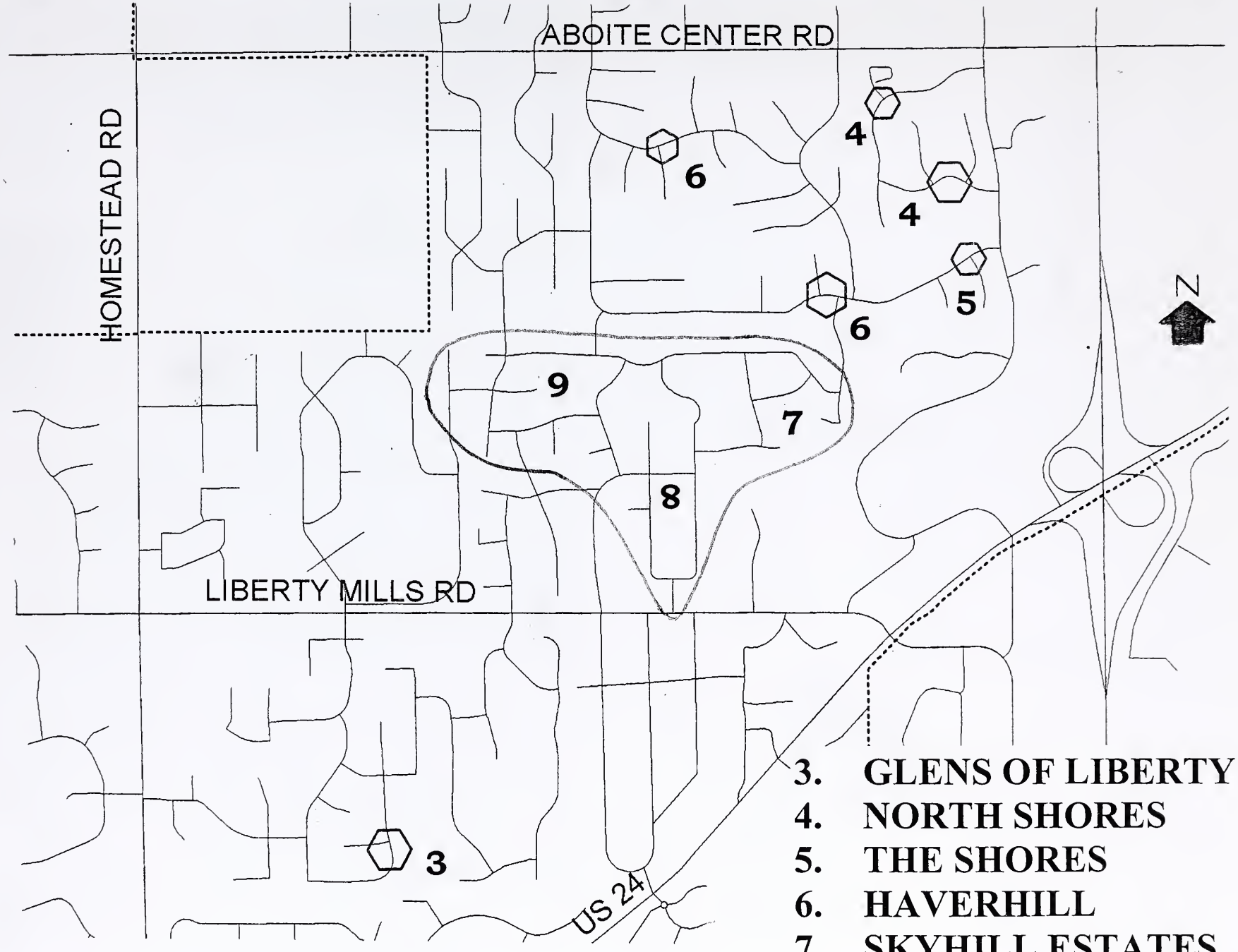
ATTEST:

Marilyn Huth – Clerk

Dated this 28th day of May, 2008

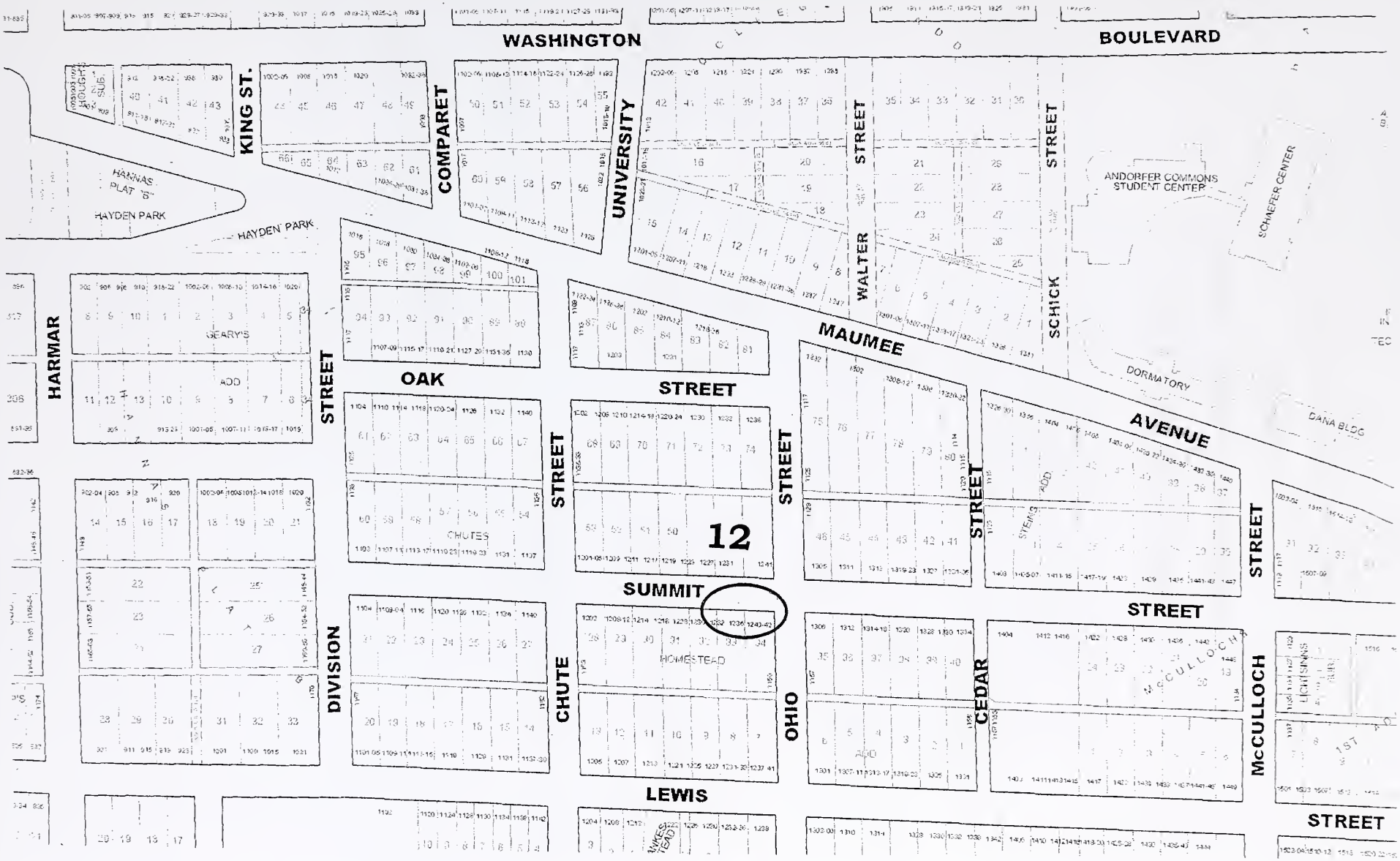


1. **CARROLL ESTATES**
2. **MILLER RIDGE**



3. GLENS OF LIBERTY MILLS
4. NORTH SHORES
5. THE SHORES
6. HAVERHILL
7. SKYHILL ESTATES
8. LIBERTY HILLS
9. LIBERTY HILLS WEST

10. SOMERSET ACRES
11. 4314 DALEWOOD DRIVE



N

12. 1236 SUMMIT STREET

STREET LIGHT RESOLUTION

NUMBER 316-08

ABOITE INTERSECTIONS 2008 PHASE 1

STREET LIGHT IMPROVEMENT

The Board of Public Works of the City of Fort Wayne, Indiana, hereby deems it necessary to install an underground street light system in EMERALD LAKE ADDITION; COVINGTON PLACE ADDITION; and COVINGTON LAKE ESTATES, in accordance with the plans and specifications on file in the office of the Board of Works of the city of Fort Wayne, Indiana, and such lighting is now ordered. This improvement is ordered pursuant to the applicable Indiana Statutes.

This project is funded with 2008 CEDIT ANNEXATION, 2008 CEDIT 4th District, and ASSOCIATION Funds. All proceedings and any work done in the said lighting assessment of property and collections of assessments shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

BOARD OF PUBLIC WORKS

Regina A. Kostoff – Chair

John Suarez – Member

Kumar Menon -Member

ATTEST:

Marilyn Huth – Clerk

Dated this 28th day of May, 2008

6 COVINGTON PLACE ADDITION
7 EMERALD LAKE ADDITION
8 COVINGTON LAKE ESTATES

IMPROVEMENT RESOLUTION NO. 7161-08

FLORENCE - MILDRED - LAWTON PLACE WALKS
WORK ORDER NO. 12038

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Florence Ave. between Hensch St. and Short, by reconstruction of concrete sidewalks, and mulched seeding restoration (north side only)
Midred Ave. from Wells St. West approximately 225 LF. By reconstruction of concrete curbface walk, concrete sidewalk, replacement of chain link fence along creek, and mulched seeding restoration (north side only)
Lawton Place – between Spyrun Ave. and Griswold Dr. by reconstruction of concrete curbface walk, reconstruction of concrete drive approach, concrete alley approach, reconstruction of concrete retaining wall and mulched seeding restoration (includes 622, 626, 630, 634 and 640 Lawton Place (south side only)

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 28th day of May, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

BID

CONTRACTOR: _____

PROJECT: FLORENCE-MILDRED-LAWTON PLACE

BID DATE:

RES. NO.: 7161-08

W.O. NO.: 12038

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	REMOVAL OF CONCRETE	770	SY		
2.	REMOVAL OF CONCRETE CURB	425	LF		
3.	REMOVAL OF CONCRETE RETAINING WALL	155	LF		
4.	COMMON EXCAVATION	30	CY		
5.	REMOVAL OF EXISTING CHAIN LINK FENCE AND POSTS	180	LF		
6.	CONCRETE SIDEWALK (4")	88	SY		
7.	CONCRETE CURBFACE WALK	560	SY		
8.	CEMENT CONCRETE RETAINING WALL (8" WIDTH) (12" - 18" VARIABLE HEIGHT)	155	LF		
9.	CONCRETE PAVEMENT FOR RESIDENTIAL DRIVE	22	SY		
10.	CONCRETE PAVEMENT FOR ALLEY APPROACH	30	SY		
11.	CONCRETE ADA CURBRAMP	68	SY		
12.	CHAIN LINK FENCING AND POSTS (FURNISH AND INSTALL) (NO. 9 GAUGE - COMMERCIAL GRADE)	180	LF		
13.	TOP SOIL	40	TON		
14.	MULCHED SEEDING RESTORATION (EROSION CONTROL APPLICATION)	240	SY		
15.	BED COURSE MATERIAL	120	TON		
16.	TYPE "O" AGGREGATE - (NO. 2 STONE) (RIP-RAP PLACED BEHIND NEW CHAIN LINK FENCE)	60	TON		
17.	REINFORCED CONCRETE PIPE (12" DIA) (SET IN PLACE)	25	LF		
18.	INLET TYPE I-C	1	EA		
19.	METAL END SECTION (12")	1	EA		
20.	STONE, RIP-RAP MATERIAL, (#2 STONE) (SET IN PLACE)	18	TON		
17.	CONSTRUCTION SIGNS, TYPE "A"	6	EA		
18.	MAINTENANCE OF TRAFFIC	1	LS		
19.	MOBILIZATION AND DE-MOBILIZATION	1	LS		
20.	SEDIGARD INLET PROTECTION DEVICE	3	EA		

TOTAL: _____

Note: Contractor will be paid on measured quanities only at unit price bid.
All work must be completed by : 9-15-08
Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

_____

Contractors Signature

Revised: 02-13-04

ESTIMATE OF QUANTITIES

PROJECT: FLORENCE-MILDRED-LAWTON PLACE
DATE: 4-26-08
D DATE:

RES. NO.: 7161-08
W.O. NO.: 12038

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	REMOVAL OF CONCRETE	770	SY	$7.00	$5,390.00
2.	REMOVAL OF CONCRETE CURB	425	LF	$5.00	$2,125.00
3.	REMOVAL OF CONCRETE RETAINING WALL	155	LF	$8.00	$1,240.00
4.	COMMON EXCAVATION	30	CY	$20.00	$600.00
5.	REMOVAL OF EXISTING CHAIN LINK FENCE AND POSTS	180	LF	$3.50	$630.00
6.	CONCRETE SIDEWALK (4")	88	SY	$23.00	$2,024.00
7.	CONCRETE CURBFACE WALK	560	SY	$28.00	$15,680.00
8.	CEMENT CONCRETE RETAINING WALL (8" WIDTH) (12" - 18" VARIABLE HEIGHT)	155	LF	$38.00	$5,890.00
9.	CONCRETE PAVEMENT FOR RESIDENTIAL DRIVE	22	SY	$28.00	$616.00
10.	CONCRETE PAVEMENT FOR ALLEY APPROACH	30	SY	$32.00	$960.00
11.	CONCRETE ADA CURBRAMP	68	SY	$32.00	$2,176.00
12.	CHAIN LINK FENCING AND POSTS (FURNISH AND INSTALL) (NO. 9 GAUGE - COMMERCIAL GRADE)	180	LF	$13.00	$2,340.00
13.	TOP SOIL	40	TON	$16.00	$640.00
14.	MULCHED SEEDING RESTORATION (EROSION CONTROL APPLICATION)	240	SY	$2.00	$480.00
15.	BED COURSE MATERIAL	120	TON	$11.00	$1,320.00
16.	TYPE "O" AGGREGATE - (NO. 2 STONE) (RIP-RAP PLACED BEHIND NEW CHAIN LINK FENCE)	60	TON	$17.00	$1,020.00
17.	REINFORCED CONCRETE PIPE (12" DIA) (SET IN PLACE)	25	LF	$39.00	$975.00
18.	INLET TYPE I-C	1	EA	$1,850.00	$1,850.00
19.	METAL END SECTION (12")	1	EA	$195.00	$195.00
20.	STONE, RIP-RAP MATERIAL, (#2 STONE) (SET IN PLACE)	18	TON	$17.00	$306.00
17.	CONSTRUCTION SIGNS, TYPE "A"	6	EA	$80.00	$480.00
18.	MAINTENANCE OF TRAFFIC	1	LS	$2,000.00	$2,000.00
19.	MOBILIZATION AND DE-MOBILIZATION	1	LS	$2,500.00	$2,500.00
20.	SEDIGARD INLET PROTECTION DEVICE	3	EA	$125.00	$375.00

UTILITY COSTS = ITEMS 17, 18, 19 & 20	**$3,326.00**

SUB-TOTAL:	$51,812.00
E&I @25%	$12,953.00
TOTAL:	**$64,765.00**

Revised: 02-13-04

IMPROVEMENT RESOLUTION NO. 7169-08

BUTLER ROAD & HILLEGAS ROAD INTERSECTION
WORK ORDER NO. 11958

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Butler Road & Hillegas Road Intersection by installing new traffic control signal system, widening pavement for left turn lanes in all four directions, an auxilary northbound right turn lane, street lighting, storm sewer, bike lane, driveway approaches, mulched seeding and other related roadway work.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 28th day of May, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Butler Road & Hillegas Road Intersection

RES. NO.: 7169 - 08
W.O. NO.: 11958

BID DATE:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Production Staking	1	LSUM	$ 10,000.00	$ 10,000.00
2	Mobilization and Demobilization	1	LSUM	$ 50,000.00	$ 50,000.00
3	Clearing Right of Way	1	LSUM	$ 10,000.00	$ 10,000.00
4	Excavation, Common	2,430	CYS	$ 12.00	$ 29,160.00
5	Temporary Check Dam, Straw Bales	100	LFT	$ 20.00	$ 2,000.00
6	Temporary Ditch Inlet Protection	1	EACH	$ 100.00	$ 100.00
7	Temporary Silt Fence	352	LFT	$ 1.50	$ 528.00
8	Subgrade Treatment, Type I	5,998	SYS	$ 8.00	$ 47,984.00
9	Subgrade Treatment, Type IIIA	823	SYS	$ 9.00	$ 7,407.00
10	Deleted	0		$ 30.00	$ -
11	Compacted Aggregate, No. 53, Base	864	TONS	$ 18.00	$ 15,552.00
12	HMA for Pavement Patching	64	TONS	$ 150.00	$ 9,600.00
13	Milling, Asphalt, Variable Depth	1,907	SYS	$ 3.00	$ 5,721.00
14	HMA Surface, Type B	1,064	TONS	$ 58.00	$ 61,712.00
15	HMA Intermediate, Type B	819	TONS	$ 55.00	$ 45,045.00
16	HMA Base, Type B	2,165	TONS	$ 48.00	$ 103,920.00
17	HMA Wedge and Level, Type B	980	TONS	$ 70.00	$ 68,600.00
18	HMA For Temporary Pavment	187	TONS	$ 50.00	$ 9,350.00
19	Asphalt for Tack Coat	4	TONS	$ 150.00	$ 600.00
20	HMA for Approaches, Type B	554	TONS	$ 85.00	$ 47,090.00
21	Mailbox Assembly, Single	4	EACH	$ 175.00	$ 700.00
22	Geotextiles	493	SYS	$ 3.00	$ 1,479.00
23	Riprap, Uniform	251	TONS	$ 30.00	$ 7,530.00
24	Mulched Seeding	5,280	SYS	$ 0.80	$ 4,224.00
25	Sodding	1,205	SYS	$ 5.00	$ 6,025.00
26	Pipe, Type 2, Circular, 15 in.	100	LFT	$ 35.00	$ 3,500.00
27	Pipe, Type 2, Circular, 24 in.	341	LFT	$ 55.00	$ 18,755.00
28	Pipe, Type 3, Circular, 15 in.	235	LFT	$ 30.00	$ 7,050.00
29	Pipe End Section, 15 in.	8	EACH	$ 300.00	$ 2,400.00
30	Pipe End Section, 24 in.	3	EACH	$ 500.00	$ 1,500.00

31	Casting, Manhole, Adjust to Grade	5	EACH	$ 500.00	$ 2,500.00
32	Manhole, 48 in.	2	EACH	$ 2,400.00	$ 4,800.00
33	Inlet, 30 in. x 30 in.	1	EACH	$ 1,600.00	$ 1,600.00
34	Road Closure Sign Assembly	2	EACH	$ 300.00	$ 600.00
35	Temporary Pavement Marking, Removable, 4 in.	12,400	LFT	$ 1.10	$ 13,640.00
36	Construction Sign, A	16	EACH	$ 150.00	$ 2,400.00
37	Construction Sign, B	4	EACH	$ 60.00	$ 240.00
38	Maintaining Traffic	1	LSUM	$ 30,000.00	$ 30,000.00
39	Barricade, III-B	36	LFT	$ 15.00	$ 540.00
40	Sign Post, Square, 1, Reinforced Anchor Base	118	LFT	$ 18.00	$ 2,124.00
41	Sign, Sheet, and Supports, Remove (by City)	0	EACH	$ 50.00	$ -
42	Sign, Sheet, Relocate (by City)	0	EACH	$ 135.00	$ -
43	Sign, Sheet, Encapsulated Lens, With Legend, 0.080 in	64	SFT	$ 18.00	$ 1,152.00
44	Sign, Sheet, Encapsulated Lens, With Legend, 0.125 in	29	SFT	$ 20.00	$ 580.00
45	Signal Support Foundation, 3ft x 3ft x 12ft	4	EACH	$ 3,000.00	$ 12,000.00
46	Handhole, Signal	6	EACH	$ 750.00	$ 4,500.00
47	Signal Cable, 1C 14GA.	3,203	LFT	$ 0.30	$ 960.90
48	Conduit, Steel, Galvanized, 2 in.	1,374	LFT	$ 10.00	$ 13,740.00
49	Signal Cable, 12C 14GA.	575	LFT	$ 2.00	$ 1,150.00
50	Controller Cabinet, Menu Driven, 8 Phase	1	EACH	$ 12,500.00	$ 12,500.00
51	Traffic Signal Head, 1 Way, 3 Section, LED, 12 in., Red, Amber, Green	8	EACH	$ 625.00	$ 5,000.00
52	Traffic Signal Head, 1 Way, 5 Section, LED, 12 in. Red, Amber, Green, Amber Arrow, Green Arrow	2	EACH	$ 1,000.00	$ 2,000.00
54	Disconnect Hanger	4	EACH	$ 225.00	$ 900.00
55	Signal Service	1	EACH	$ 500.00	$ 500.00
56	Signal Cable, 3C 8GA.	37	LFT	$ 2.50	$ 92.50
57	Signal Cable, 5C 14GA.	249	LFT	$ 1.75	$ 435.75
58	Signal Cable, 7C 14GA.	160	LFT	$ 2.00	$ 320.00
59	Signal Cable, 2C 16GA., Shielded	2,175	LFT	$ 1.25	$ 2,718.75
60	Miscellaneous Equipment for Traffic Signals	1	LSUM	$ 2,000.00	$ 2,000.00
61	Signal Detector Housing	6	EACH	$ 650.00	$ 3,900.00
62	Saw Cut for Roadway Loop and Sealant	1,091	LFT	$ 8.00	$ 8,728.00
63	Controller Cabinet Foundation, P1	1	EACH	$ 900.00	$ 900.00
64	Signal Strain Pole, Steel, 30ft	4	EACH	$ 3,000.00	$ 12,000.00
65	Signal Cable, 2C 6GA.	314	LFT	$ 2.25	$ 706.50

66	Loop Detector Delay Amplifier, 2 Channel	8	EACH	$ 200.00	$ 1,600.00
67	Luminaire, Roadway, High Pressure Sodium, 250 Watt	2	EACH	$ 250.00	$ 500.00
68	Luminaire Mast Arm, 20 ft.	2	EACH	$ 1,500.00	$ 3,000.00
69	Line, Thermoplastic, Broken, White, 4 in.	40	LFT	$ 1.00	$ 40.00
70	Line, Thermoplastic, Solid, White, 4 in.	6,695	LFT	$ 0.50	$ 3,347.50
71	Line, Thermoplastic, Solid, Yellow, 4 in.	2,242	LFT	$ 0.60	$ 1,345.20
72	Transverse Marking, Thermoplastic, Stop Line, 24 in.	162	LFT	$ 5.00	$ 810.00
73	Pavement Message Marking, Thermoplastic, Lane Indication Arrow	5	EACH	$ 70.00	$ 350.00
74	Pavement Message Marking, Thermoplastic, Word (ONLY)	5	EACH	$ 100.00	$ 500.00
75	Line, Thermoplastic, Solid, Yellow, 8 in.	2,360	LFT	$ 1.50	$ 3,540.00
76	Line, Thermoplastic, Solid, Yellow, 12 in.	563	LFT	$ 3.00	$ 1,689.00

SUB-TOTAL:
E&I @25%

TOTAL: **$745,082.10**

IMPROVEMENT RESOLUTION NO. 7184-08

FAIRFAX AVE. CURBS AND SIDEWALKS
WORK ORDER NO. 12041

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Fairfax Ave. from Fairfield Ave. to Hoagland Ave. by reconstructing the curbs, sidewalks, yard walks, drive approaches, alley approaches,and curb ramps.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 28th day of May, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff

Regina A. Kostoff, Chair

John Suarez

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth

Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT:West Fairfax Ave. Curbs and Sidewalks RES. NO.: 7184-08
Fairfield to Hoagland
DATE: 5/19/2008 W.O. NO.: 12041

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete	600	SY	6.00	3600.00
2.	Removal of Pavement	325	SY	7.50	2437.50
3.	Concrete Sidewalk (4")	480	SY	22.00	10560.00
4.	Concrete Curb Type III	900	LF	11.00	9900.00
5.	Concrete Wingwalk & Ramps (6")	110	SY	40.00	4400.00
6.	Concrete Pavement for Residential Drive (6")	70	SY	28.00	1960.00
7.	Concrete Pavement for Commercial Drive And Alley Approach (8")	65	SY	30.00	1950.00
8.	Cement Concrete Pavement, Plain (7")	25	SY	30.00	750.00
9.	Asphalt / Concrete Pavement Patching	115	SY	25.00	2875.00
10.	Bed Course Material	130	TON	10.00	1300.00
11.	Backfill Behind Curb (Borrow)	70	TON	6.00	420.00
12.	Top Soil	80	TON	12.00	960.00
13.	HydroSeeding With HydroStick or Equivalent Polymer for Erosion Control	500	SY	2.00	1000.00
14.	Sediguard Inlet Protection Device Or Equivalent With Engineers Approval	5	EA	70.00	350.00
15.	Tree, Fertlize	20	EA	40.00	800.00
16.	Water Valves (Valve-Box) Adjusted to Grade	2	EA	50.00	100.00
17.	Castings Adjusted to Grade	7	EA	175.00	1225.00
18.	Catch Basin, Type (I-F)	1	EA	1500.00	1500.00
19.	Casting Type (A) Furnished & Adjusted to Grade	1	EA	360.00	360.00
20.	Construction Sign, A	6	EA	80.00	480.00
21.	Maintance of Traffic	1	LS	3000.00	3000.00
22.	Mobilization / Demobilization	1	LS	3000.00	3000.00

SUB-TOTAL: 52927.50
E&I @25% 13231.88

TOTAL: **$66,159.38**

Revised: 02-13-04

BID

PROJECT:West Fairfax Ave. Curbs and Sidewalks RES. NO.: 7184-08

Fairfield to Hoagland

DATE: W.O. NO.: 12041

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete	600	SY		
2.	Removal of Pavement	325	SY		
3.	Concrete Sidewalk (4")	480	SY		
4.	Concrete Curb Type III	900	LF		
5.	Concrete Wingwalk & Ramps (6")	110	SY		
6.	Concrete Pavement for Residential Drive (6")	70	SY		
7.	Concrete Pavement for Commercial Drive And Alley Approach (8")	65	SY		
8.	Cement Concrete Pavement, Plain (7")	25	SY		
9.	Asphalt / Concrete Pavement Patching	115	SY		
10.	Bed Course Material	130	TON		
11.	Backfill Behind Curb (Borrow)	70	TON		
12.	Top Soil	80	TON		
13.	HydroSeeding With HydroStick or Equivalent Polymer for Erosion Control	500	SY		
14.	Sediguard Inlet Protection Device Or Equivalent With Engineers Approval	5	EA		
15.	Tree, Fertlize	20	EA		
16.	Water Valves (Valve-Box) Adjusted to Grade	2	EA		
17.	Castings Adjusted to Grade	7	EA		
18.	Catch Basin, Type (I-F)	1	EA		
19.	Casting Type (A) Furnished & Adjusted to Grade	1	EA		
20.	Construction Sign, A	6	EA		
21.	Maintance of Traffic	1	LS		
22.	Mobilization / Demobilization	1	LS		

TOTAL: _____

CONTRACTOR WILL BE PAID ON MEASURED QUANTITIES ONLY, AT UNIT PRICE BID.
ALL WORK MUST BE COMPLETED BY:SEPTEMBER 15TH, 2008
NOTE:ANY FORM OF CORRECTION WITHIN THE AREA OF UNIT PRICES, EXTENSIONS, OR TOTAL ON THIS BID MUST BE INITIALED BY THE BIDDER AND WILL BE NOTED AT THE TIME OF OPENING.

_____
Contractors Signature

IMPROVEMENT RESOLUTION NO. 2033-2008

FLOOD CONTROL PROGRAM: WESTBROOK AREA
WORK ORDER NO. 83089

RESOLVED BY THE BOARD OF STORMWATER MANAGEMENT OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Flood Control in the Westbrook area by the demolition of the existing asphalt pavement on Westbrook Drive between Edgehill Avenue and North Clinton Street, construction of an earthen berm, construction of horizontal infiltration sumps with 12-inch HDPE smooth wall perforated pipe, rain garden planting and seeding, drainage piping and appurtenances, concrete curb, relocation of existing street lights, site restoration, and erosion control, including the furnishing of all labor, materials, supplies, equipment and other items as shown on the drawings, specified in the Project Manual, or necessary for a complete project.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Stormwater Management of said City; and such improvement is now ordered.

It is hereby found by said Board of Stormwater Management that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 28th day of May, 2008.

BOARD OF STORMWATER MANAGEMENT

Robert P. Kennedy, Chairman

John Suarez, Member

Matthew A. Wirtz, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

AQUA INDIANA CONNECTION #27
- COPPER RUN EXTENDED (CARROLL ROAD)
RESOLUTION NO. 2087-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the construction of approximately 4,483 LF of 16-inch and 25 LF of 8-inch water main, 2 fire hydrants, 5 valves, and all other appurtenances and work as necessary for the water main extension project.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "AQUA INDIANA CONNECTION #27 - COPPER RUN EXTENDED (CARROLL ROAD)"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

States there is no cost for the purchase of easements associated with this project.

Declares the engineer's estimate of the project's total cost is $355,000.00

Declares this project will not change fees currently paid by property owners in the area.

APPROVED THIS 28th DAY OF May, 2008.

BOARD OF PUBLIC WORKS

BY: _____
Regina A. Kostoff, Chair

BY: _____
John Suarez, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Marilyn Huth, Clerk

Attachment "A"

Property Acquisition Sheet

Aqua Connection #27 - Copper Run Extended (Carrol Road)

PARCEL NO.	OWNER	PROPERTY ADDRESS	SHEET NUMBERS (Plans)	SOURCE OF TITLE DEED RECORD NUMBER	PERMANENT WATER EASEMENT (acre)	TEMPORARY CONSTRUCTION EASEMENT (SQ. FT.)	REMARKS	EASEMENT DOCUMENT NUMBER
1	Springmill Woods Development, LLC	*801 Carrol Road*	6-8	2008040041	0.596	0		

IMPROVEMENT RESOLUTION NO. 7192-08

Broadway Brick and Walk Restoration
WORK ORDER NO. 11978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Broadway from Main St south to the R.R. Viaduct by reconstructing the sidewalk and curb ramps as needed and to remove, level, and reset the bricks in the parkstrip as needed. Also Alternate #1 bid to reconstruct the grass parkstrip on the east side of Broadway from Berry St. north to the alley with new brick pavers.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 4th day of June, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

BID

PROJECT: Broadway Brick and Walk Restoration
Main St. to R.R. Viaduct

RES. NO.: 7192-08

DATE:

W.O. NO.: 11978

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Curb	365	LF		
2.	Removal of Concrete	1010	SY		
3.	Concrete Sidewalk (4")	545	SY		
4.	Concrete Pavement For Commercial Approaches (8")	175	SY		
5.	Concrete Curbface Sidewalk (6")	20	SY		
6.	Concrete Wingwalk & Ramps (6")	215	SY		
7.	Concrete Curb Type II-B	140	LF		
8.	Concrete Curb Type III	290	LF		
9.	Remove, Level, and Reset Existing Brick	725	SY		
10.	Special Boxout for Trees	50	SY		
11.	Removal of Benches	12	EA		
12.	Remove and Reset Existing Tree Grates	2	EA		
13.	Water Valves (Curb-Box) Adjusted to Grade	15	EA		
14.	Water Valves (Curb-Box) Furnish & Adjust to Grade (If Broken / Deteriorated)	5	EA		
15.	Water Valves (Valve-Box) Adjusted to Grade	2	EA		
16.	Bed Course Material	140	TON		
17.	Backfill Behind Curb (Borrow)	20	TON		
18.	Top Soil	20	TON		
19.	HydroSeeding With HydroStick or Equivalent Polymer for Erosion Control	100	SY		
20.	Construction Signs, Type A With Construction Warning Light Type A	18	EA		

21.	Mobilization / Demobilization	1	LS		
22.	Maintance of Traffic	1	LS		
23.	Tree Removal	2	EA		
24.	Brick Removal	30	SY		
25.	New Brick Walk using salvaged brick from project	30	SY		
26.	Type "O" Compacted Aggregate for Base, No.53	7	Ton		

TOTAL BASE BID _____

ALTERNATE #1

1.	Common Excavation	10	CY		
2.	New Brick Walk using new Pine Hall Brick Pavers	30	SY		
3.	Type "O" Compacted Aggregate for Base, No.53	7	Ton		
4.	Tree Removal	2	EA		

TOTAL ALTERNATE BID _____

TOTAL BASE & ALT. BID _____

CONTRACTOR WILL BE PAID ON MEASURED QUANTITIES ONLY, AT UNIT PRICE BID.
ALL WORK MUST BE COMPLETED BY: SEPTEMBER 26th 2008
NOTE:ANY FORM OF CORRECTION WITHIN THE AREA OF UNIT PRICES, EXTENSIONS, OR TOTAL ON THIS BID MUST BE INITIALED BY THE BIDDER AND WILL BE NOTED AT THE TIME OF OPENING.

_____
Contractors Signature

ESTIMATE OF QUANTITIES

PROJECT: Broadway Brick and Walk Restoration
Main St. to R.R. Viaduct

RES. NO.: 7192-08

DATE:5/6/2008

W.O. NO.: 11978

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Curb	365	LF	7.00	2555.00
2.	Removal of Concrete	1010	SY	6.00	6060.00
3.	Concrete Sidewalk (4")	545	SY	25.00	13625.00
4.	Concrete Pavement For Commercial Approaches (8")	175	SY	32.00	5600.00
5.	Concrete Curbface Sidewalk (6")	20	SY	30.00	600.00
6.	Concrete Wingwalk & Ramps (6")	215	SY	45.00	9675.00
7.	Concrete Curb Type II-B	140	LF	15.00	2100.00
8.	Concrete Curb Type III	290	LF	15.00	4350.00
9.	Remove, Level, and Reset Existing Brick	725	SY	65.00	47125.00
10.	Special Boxout for Trees	50	SY	50.00	2500.00
11.	Removal of Benches	12	EA	200.00	2400.00
12.	Remove and Reset Existing Tree Grates	2	EA	500.00	1000.00
13.	Water Valves (Curb-Box) Adjusted to Grade	15	EA	50.00	750.00
14.	Water Valves (Curb-Box) Furnish & Adjust to Grade (If Broken / Deteriorated)	5	EA	100.00	500.00
15.	Water Valves (Valve-Box) Adjusted to Grade	2	EA	100.00	200.00
16.	Bed Course Material	140	TON	10.00	1400.00
17.	Backfill Behind Curb (Borrow)	20	TON	10.00	200.00
18.	Top Soil	20	TON	15.00	300.00
19.	HydroSeeding With HydroStick or Equivalent Polymer for Erosion Control	100	SY	3.00	300.00
20.	Construction Signs, Type A With Construction Warning Light Type A	18	EA	100.00	1800.00
21.	Mobilization / Demobilization	1	LS	5000.00	5000.00
22.	Maintance of Traffic	1	LS	6000.00	6000.00
23.	Tree Removal	2	EA	750.00	1500.00
24.	Brick Removal	30	SY	5.00	150.00
25.	New Brick Walk using salvaged brick from project	30	SY	65.00	1950.00
26	Type "O" Compacted Aggregate for Base, No.53	7	Ton	15.00	105.00
				SUB-TOTAL BASE BID	117745.00
				E&I @20%	23549.00
				TOTAL BASE BID	**141294.00**
	ALTERNATE #1				
1.	Common EX	10	CY	15.00	150.00
2.	New Brick Walk using new Pine Hall Brick Pavers	30	SY	85.00	2550.00
3.	New Brick Walk using new Pine Hall Brick Pavers	7	Ton	15.00	105.00
4	Type "O" Compacted Aggregate for Base, No.53	2	EA	750.00	1500.00
				SUB-TOTAL ALTERNATE:	4305.00
				E&I @20%	861.00
				TOTAL ALTERNATE BID:	**$5,166.00**

TOTAL Base & ALTERNATE BID **122,050.00**

Revised: 02-13-04

IMPROVEMENT RESOLUTION NO. 7191-08

PUBLIC SIDEWALK CURB RAMPS PACKAGE B-2008
WORK ORDER NO. 12064

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: various intersections in 4th, 5th, and 6th Districts with ADA compliant concrete wing-walk and curb-ramps.

Locations: **4th District –**

1. Candlewick Court & Tallow Drive
2. Candlewick Drive & Tallow Drive (SW Corner)
3. Candlewick Drive & Hearthstone Drive
4. Candlewick Drive & Stagecoach Drive
5. Stagecoach Drive & Hunters Cove
6. Stagecoach Drive & Timberlake Trail
7. Timberlake Trail & Blue Ash Court
8. Timberlake Trail & Timber Ridge Court

5th District –

1. Belmont Street & Calhoun Street
2. W. Pettit Avenue & Buell Street
3. W. Pettit Avenue & Hoagland Avenue
4. W. Pettit Avenue & Webster Street
5. W. Pettit Avenue & Harrison Street
6. W. Pettit Avenue & McClellan Street
7. Maple Grove Avenue & Hoagland Avenue
8. Harrison Street & S. Cornell Circle
9. Harrison Street & S. Seminole Circle
10. S. Seminole Circle & Radial Lane
11. Harrison Street & N. Seminole Circle

6th District –

1. 203 McKinnie Avenue – Remove 2 ramps creating drainage problem

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 4th day of June, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

BID

PROJECT: Public Sidewalk Curb Ramp Pkg. B-2008

RES. NO.: 7191-08

DATE: 4/30/2008

W.O. NO.: 12064

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete	1281	SY		
2.	Removal of Concrete Pavement	553	SY		
3.	Removal of Curb	714	LF		
4.	Concrete Sidewalk (4")	557	SY		
5.	Concrete Wingwalk and Ramp (6")	500	SY		
6.	Concrete Curb Type I-B	40	LF		
7.	Concrete Curb Type II-B	324	LF		
8.	Concrete Curb Type III	255	LF		
9.	Concrete Curb - Back of Curb Ramp	40	LF		
10.	Cement Concrete Pavement, Plain (6") Includes I-A Curb and J-Bolts	553	SY		
11.	Concrete Pavement for Residential Drives (6")	27	SY		
12.	Casting Type "C" Furnish and Adjust to Grade	1	EA		
13.	Casting Adjust to Grade	2	EA		
14.	Water Valve (Valve Box) Furnish and Adjust to Grade	1	EA		
15.	Water Valve Adjust to Grade	6	EA		
16.	Hydroseeding with Hydrostik or equivalent for Erosion Control	850	SY		
17.	Sediguard Inlet Protection Device or equal w/ Curbguard for sediment control	13	EA		
18.	Top Soil	66	TON		
19.	Fertilize Tree	6	EA		
20.	Backfill behind Curb	12	TON		

21.	Bedcourse Material	190	TON		
22.	Type "O" Compacted Aggregate for Base, No. 53	133	TON		
23.	Asph./Conc. Pavement Patching	85	SY		
24.	Construction Sign Type A with Warning Light Type A	30	EA		
25.	Standard Barricade, Type III-B	10	EA		
26.	Standard Barricade, Type III-B with Signs and Warning Light	4	EA		
27.	Maintenance of Traffic	1	LS		
28.	Mobilization / Demobilization	1	LS		

TOTAL: _____

CONTRACTOR WILL BE PAID ON MEASURED QUANTITIES ONLY, AT UNIT PRICE BID.
ALL WORK MUST BE COMPLETED BY: 30 September 2008
NOTE:ANY FORM OF CORRECTION WITHIN THE AREA OF UNIT PRICES, EXTENSIONS, OR TOTAL ON THIS BID MUST BE INITIALED BY THE BIDDER AND WILL BE NOTED AT THE TIME OF OPENING.

_____
Contractors Signature

ESTIMATE OF QUANTITIES

PROJECT: Public Sidewalk Curb Ramp Pkg B-2008 **RES. NO.: 7191-08**
DATE:4/29/2008 **W.O. NO.: 12064**
BID DATE:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete	1281	SY	6.00	7,686.00
2.	Removal of Concrete Pavement	553	SY	6.00	3,318.00
3.	Removal of Curb	714	LF	5.00	3,570.00
4.	Concrete Sidewalk (4")	557	SY	24.00	13,368.00
5.	Concrete Wingwalk and Ramp (6")	500	SY	40.00	20,000.00
6.	Concrete Curb Type I-B	40	LF	15.00	600.00
7.	Concrete Curb Type II-B	324	LF	15.00	4,860.00
8.	Concrete Curb Type III	255	LF	18.00	4,590.00
9.	Concrete Curb - Back of Curb Ramp	40	LF	10.00	400.00
10.	Cement Concrete Pavement, Plain (6") Includes I-A Curb and J-Bolts	553	SY	26.00	14,378.00
11.	Concrete Pavement for Residential Drives (6")	27	SY	30.00	810.00
12.	Casting Type "C" Furnish and Adjust to Grade	1	EA	450.00	450.00
13.	Casting Adjust to Grade	2	EA	150.00	300.00
14.	Water Valve (Valve Box) Furnish and Adjust to Grade	1	EA	100.00	100.00
15.	Water Valve Adjust to Grade	6	EA	50.00	300.00
16.	Hydroseeding with Hydrostik or equivalent for Erosion Control	850	SY	3.00	2,550.00
17.	Sediguard Inlet Protection Device or equal w/ Curbguard for sediment control	13	EA	120.00	1,560.00
18.	Top Soil	66	TON	15.00	990.00
19.	Fertilize Tree	6	EA	60.00	360.00
20.	Backfill behind Curb	12	TON	5.00	60.00
21.	Bedcourse Material	190	TON	15.00	2,850.00
22.	Type "O" Compacted Aggregate for Base, No. 53	133	TON	15.00	1,995.00
23.	Asph./Conc. Pavement Patching	85	SY	22.00	1,870.00
24.	Construction Sign Type A with Warning Light Type A	30	EA	50.00	1,500.00
25.	Standard Barricade, Type III-B	10	EA	100.00	1,000.00
26.	Standard Barricade, Type III-B with Signs and Warning Light	4	EA	150.00	600.00
27.	Maintenance of Traffic	1	LS	3,700.00	3,700.00
28.	Mobilization / Demobilization	1	LS	4,600.00	4,600.00
29.					0.00
30.					0.00

SUB-TOTAL:	98,365.00
E&I @25%	24,591.25
TOTAL:	122,956.25

Revised: 02-13-04

IMPROVEMENT RESOLUTION NO. 7183-08

BURNING TREE / PINE VALLEY
WORK ORDER NO. 12044

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Traders Crossing from Auburn Road to Haverford Place by removing and replacing existing concrete street pavement and by upgrading some ADA Ramps.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 4th day of June, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Burning Tree/Pine Valley
DATE: 4/23/2008
BID DATE:

RES. NO.: 7183-08
W.O. NO.: 12044

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Removal of Concrete Pavement (Including Curb Type "I-A")	5007	SY	6.50	32545.50
2	Cement Concrete Pavement, Plain, 6 inches, (7 Bag Mix W/Superplasticizer)(Including Curb Type "I-A" & "J" type Bolts)	5007	SY	30.00	150210.00
3	Removal of Concrete	143	SY	5.50	786.50
4	Concrete Sidewalk (4")	50	SY	30.00	1500.00
5	Concrete Wingwalk and ADA Ramps	70	SY	37.00	2590.00
6	Bed Coarse	32	TON	12.50	400.00
7	Concrete for Residential Drive (6")	23	SY	30.00	690.00
8	Type "O" Compacted Aggregate for Base, No. 53	1009	TON	12.50	12612.50
9	Type "III" Barricade	12	EA	85.00	1020.00
10	Adjust Water Service Box to Grade (Undistributed)	1	EA	25.00	25.00
11	Type "A" Signs	15	EA	50.00	750.00
12	Type "III" Barricade with sign "Road Closed, Local Traffic Only"	3	EA	110.00	330.00
13	Topsoil	85	TON	12.50	1062.50
14	Hydroseeding, with tack additive, for erosion and sediment control (Additive to be "FINN" additve system "Hydrostik" or approved equal)	205.5	SY	2.00	411.00
15	Special Concrete Curb Type I-B (4')	294	LF	15.00	4410.00
16	Mobilization & Demobilization	1	LS	8500.00	8500.00
17	Maintenance of Traffic	1	LS	7500.00	7500.00
18	Adjust Casting To Grade	5	EA	150.00	750.00
19	Casting Type "C" Furnished and Adjusted to Grade (Undistributed)	1	EA	375.00	375.00
20	Removal of Curb (4')	294	LF	5.50	1617.00
21	Inlet Protection Devises for Stormwater and Erosion Control ("Sediguard" Inlet Protection Device or Approved Equal)	16	EA	80.00	1280.00
22	Fertilize Tree	10	EA	35.00	350.00

Includes 10717 Old Colony Rd

SUB-TOTAL:	229715.00
E&I @16%	36754.40
TOTAL:	**266469.40**

BID

CONTRACTOR: _____

PROJECT: Burning Tree/Pine Valley

BID DATE:

RES. NO.: 7183-08

W.O. NO.: 12044

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Removal of Concrete Pavement	5007	SY		
2	Cement Concrete Pavement, Plain, 6 inches, (7 Bag Mix W/Superplasticizer)(including Type I-A Curb & "J" type Bolts)	5007	SY		
3	Removal of Concrete	143	SY		
4	Concrete Sidewalk (4")	50	SY		
5	Concrete Wingwalk and ADA Ramps	70	SY		
6	Bed Coarse	32	TON		
7	Concrete for Residential Drive (6")	23	SY		
8	Type "O" Compacted Aggregate for Base, No. 53	1009	TON		
9	Type "III" Barricade 0	12	EA		
10	Adjust Water Service Box to Grade	1	EA		
11	Type "A" Signs	15	EA		
12	Type "III" Barricade with sign	3	EA		
13	Topsoil	85	TON		
14	Hydroseeding, with tack additive, for erosion and sediment contrd	205.5	SY		
15	Special Concrete Curb Type I-B (4')	294	LF		
16	Mobilization & Demobilization	1	LS		
17	Maintenance of Traffic	1	LS		
18	Adjust Casting To Grade	5	EA		
19	Casting Type "C"	1	EA		
20	Removal of Curb (4')	294	LF		
21	Inlet Protection Devises for Stormwater and Erosion Control	16	EA		
22	Fertilize Tree	10	EA		
	0	0	0		

TOTAL: _____

Note: Contractor will be paid on measured quanities only at unit price bid.
All work must be completed by : Sept. 26, 2008
Any form of correction within the area of unit prices,
extensions, or total on this bid must be initialed by
the bidder and will be noted at the time of opening.

_____
Contractors Signature

IMPROVEMENT RESOLUTION NO. 7182-08

MONUMENT DRIVE AND SUNNY LANE
WORK ORDER NO. 12050

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Monument Drive from Becker Drive to Kiwanis Drive by removing and replacing miscellaneous concrete street pavement and upgrading some ADA ramps, also by improving Sunny Lane from Cranston Avenue to Rothermere Drive by removing and replacing miscellaneous concrete street pavement,.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 4th day of June, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

BID

CONTRACTOR: _____

PROJECT: Monument Drivo

RES. NO.: 7182-08

BID DATE:

W.O. NO.: 12050

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete	2513	SY		
2.	Cement Concrete Pavement, Plain, 6 inches, (7 Bag Mix W/Superplasticizer)(including Type I-A Curb & "J" type Bolts)	2118	SY		
3.	Concrete Wingwalk and Curb Ramps	180	SY		
4.	Type "O" Compacted Aggregate for Base, No. 53	466	TON		
5.	Standard Barricade, Type III-B	12	EA		
6.	Adjust Water Service Box to Grade	1	EA		
7.	Type "A" Signs	13	EA		
8.	Topsoil	145	TON		
9.	Hydroseeding, with tack additive, for erosion and sediment contrd (Additive to be "FINN" additve system "Hydrostik" or approved equal)	450	SY		
10.	Casting Type "C"	4	EA		
11.	Mobilization & Demobilization	1	LS		
12.	Maintenance of Traffic	1	LS		
13	Inlet Protection Devises for Stormwater and Erosion Control	10	EA		
14	Bed Coarse	84	TON		
15	Fertilize Tree	9	EA		
16	Concrete Sidewalk (4")	215	SY		

TOTAL: _____

Note: Contractor will be paid on measured quanities only at unit price bid.
All work must be completed by : July 30, 2008
Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

_____

Contractors Signature

ESTIMATE OF QUANTITIES

PROJECT: Monument Drive **RES. NO.: 7182-08**
DATE: 4/16/2008 **W.O. NO.: 12050**
BID DATE:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete (Including Pavement, Curb Type "I-A", Walks and Wingwalk)	2513	SY	5.50	13821.50
2.	Cement Concrete Pavement, Plain, 6 inches, (7 Bag Mix W/Superplasticizer)(including Curb Type "I-A" & "J" type Bolts)	2118	SY	24.00	50832.00
3.	Concrete Wingwalk and Curb Ramps	180	SY	34.00	6120.00
4.	Type "O" Compacted Aggregate for Base, No. 53	466	TON	12.50	5825.00
5.	Standard Barricade, Type III-B (with "Road Closed, Local Traffic Only")	12	EA	150.00	1800.00
6.	Adjust Water Service Box to Grade (Undistributed)	1	EA	25.00	25.00
7.	Type "A" Signs	13	EA	50.00	650.00
8.	Topsoil	145	TON	12.00	1740.00
9.	Hydroseeding, with tack additive, for erosion and sediment control (Additive to be "FINN" additve system "Hydrostik" or approved equal)	450	SY	2.50	1125.00
10.	Casting Type "C" Furnish and Adjust to Grade	4	EA	350.00	1400.00
11.	Mobilization & Demobilization	1	LS	3000.00	3000.00
12.	Maintenance of Traffic	1	LS	3500.00	3500.00
13.	Inlet Protection Devises for Stormwater and Erosion Control ("Sediguard" Inlet Protection Device or Approved Equal)	10	EA	75.00	750.00
14.	Bed Coarse	84	TON	12.50	1050.00
15.	Fertilize Tree	9	EA	50.00	450.00
16	Concrete Sidewalk (4")	215	SY	22.00	4730.00

SUB-TOTAL:	96818.50
E&I @25%	24204.63
TOTAL:	**121023.13**

CSO 017 AND CSO 021 FLOATABLES CONTROL
RESOLUTION NO. 1913-2007

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies, and equipment required to perform the Construction of a manually-cleaned floatables control system with a primary and secondary coarse bar screen designed to accommodate the maximum flow rate possible through the 42-inch CSO 017. In addition, the gravity sewer will be extended from the vault to the existing siphon structure with manhole access for maintenance, and a bypass force main to convey pumping during high river conditions. A manually-cleaned netting system designed to accommodate a maximum flow rate of 40 mgd and flow velocities up to 11 fps will be designed at CSO 021. Each project must meet the requirements of the City's LTCP by screening a minimum of ½-inch size and larger solids and floatables. The installation of floatables control at CSO 017 and CSO 021 includes installation of precast concrete vault structures, netting and screening equipment, gravity sewer, manhole, force main, and other associated work.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **CSO 017 AND CSO 021 FLOATABLES CONTROL.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is **$421,000**.

APPROVED THIS 4th DAY OF June, 2008.

BOARD OF PUBLIC WORKS

BY: Regina A. Kostoff
Regina A. Kostoff, Chair

BY:
Kumar Menon, Member

BY: John Suarez
John Suarez, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: May 27, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utilities' vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$540,216.00.** These payments will be paid with the 2006 Waterworks State Revolving Fund loan. These expenses are for the St. Joe Dam Pump Station Electrical Project, the 3RFP North Pump Building, the Hobson Rd. Water Main Replacement and the 3RFP Filter Valve Replacement.

Draw #98, #99 & #102	Weigand Construction & Star Financial Bank	$2,769,057.00
Draw #100	Hagerman Construction & Tower Bank	426,746.00
Draw #101	All Star Construction & Lake City Bank	153,050.00
	Total SRF Payments	**$3,348,853.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

June 4, 2008
Date

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROPRIATING AND CONDEMNING REAL PROPERTY FOR USE BY THE CITY OF FORT WAYNE, INDIANA, AND ASSESSING BENEFITS TO PROPERTY OWNERS FOR THE CONSTRUCTION OF THE COOK ROAD/US-33 WATER MAIN EXTENSION PROJECT

RESOLUTION NUMBER 95-6-11-08-2

WHEREAS, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana, ("City"), finds that the potable water system in the general area of Cook Road, between U.S. Highway 33 and Fritz Road, is insufficient to distribute potable water to properly protect the public health and welfare, and safeguard property within this area, and finds it necessary to improve the potable water system and to acquire interest in land to further such improvement;

WHEREAS, the Board has prepared maps, plans, specifications, and drawings with full details and descriptions for the proposed work together with an estimate of the cost;

WHEREAS, the Board has prepared a description of all property rights necessary to be acquired in connection with the proposed work and the manner in which the rights are to be acquired along with a description of any other property that may be injuriously affected, together with the estimated cost thereof;

WHEREAS, the City has determined to proceed with the construction of approximately 1,300 lineal feet of 16 inch potable water mains, with appurtenances, to serve existing and future development in the vicinity of US-33 and Cook Road, known as the US-33/Cook Road Water Main Extension Project ("Project") in order to provide a necessary and publicly beneficial potable water system for current and future residents in the area along Cook Road, east of US-33 and west of Fritz Road, in Allen County, Indiana ("Project Area");

WHEREAS, in order to continue the Project, it is necessary to condemn and appropriate certain easement interests in real property in Allen County, Indiana, and IC 32-24-2 provides a mechanism pursuant to which the Board may proceed with such Project and appropriation.;

WHEREAS, the Board has identified one (1) property owner and one (1) easement interest to be acquired in furtherance of the Project;

WHEREAS, the Board has prepared a list of all property owners and their respective interests in the property sought to be taken hereby, which list is attached hereto as Exhibit A;

WHEREAS, IC 32-24-2 requires the Board to adopt this resolution and set an administrative hearing upon the resolution, publishing notice of said hearing in accordance with IC 5-3-1 and mailing a notice to each property owner. In such notices, the Board shall state that it shall hear all persons interested in the proceedings and all persons filing written remonstrance with regard to the resolution. After such time, the Board shall, pursuant to IC 32-24-2, take action to confirm, modify, or reject the resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WOKRS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. That the Board hereby declares the Project is necessary for the protection of the public health and welfare of the inhabitants of Allen County, Indiana, and the safeguarding of property within the Project Area.

2. That the Board hereby declares that the Project is of public utility and benefit.

3. That the Board hereby declares that it is necessary to condemn and appropriate the easement interests in real property described on Exhibit A, attached hereto, in order to complete the Project and hereby appropriates such interests.

4. That the Board declares that the maximum proposed cost of the interests to be acquired is $1,066.12.

5. That the Board hereby adopts the plans, maps, specifications, drawings, details, and descriptions previously prepared for the Project.

6. That the Board sets Wednesday, July 9, 2008, at 10:00 a.m. as the date, time, and place at which the Board shall hear all persons interested in the proceedings and all persons filing written remonstrances with regard to the resolution.

7. That at the hearing set herein for remonstrance, the Board shall hear all persons interested in the proceedings and hear all persons filing written remonstrance and shall then take final action to confirm, modify, or reject this resolution.

8. That the Clerk of the Board shall and hereby is directed and authorized to publish notice of the hearing in accordance with IC 5-3-1 and mail notice of said hearing on remonstrance to those persons listed on Exhibit A attached hereto.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

APPROVED this 11th day of June, 2008.

by: BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

Kuman Menon, Member

John Suarez, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA }
} SS:
COUNTY OF ALLEN }

Before me, a Notary Public in and for said County and State personally appeared Regina A. Kostoff, Kumar Menon, and John Suarez, members of the Board of Public Works and Marilyn Huth, its clerk, who acknowledged the execution of the foregoing resolution as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 11 day of June 2008.

My commission expires:

MICHELLE R. NELSON NOTARY PUBLIC STATE OF INDIANA ALLEN COUNTY NOTARY SEAL MY COMMISSION EXPIRES October 2014

Michelle R. Nelson
Notary Public
Resident of Allen County

Michelle R. Nelson
Printed Name of Notary

Prepared by: Justin Brugger - Program Manager, Capital Project Services

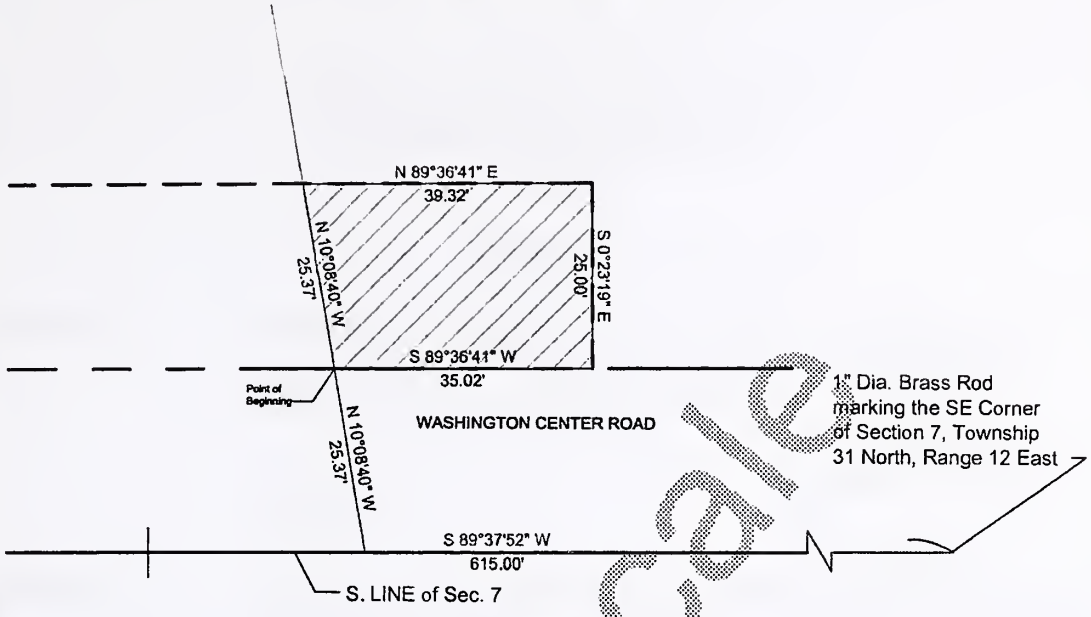
EXHIBIT A

Parcel	Property Owner and Address	Approximate Property Size	Deed Reference	Legal Description	Awarded Damages
1	Moffitt, Marcus James 7409 Fritz Road Fort Wayne, IN 46818	929.2 ft.^{2}	79-16739	See Exhibit A-1	$1,066.12

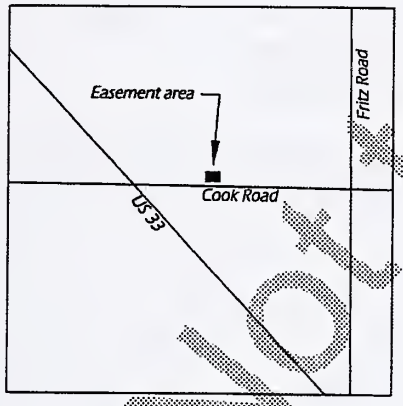
EXHIBIT A-1

CIVIL TOWNSHIP

WASHINGTON



Not to Scale



LOCATION MAP
NOT TO SCALE

PERMANENT EASEMENT DESCRIPTION

Commencing at a 1" dia. bras rod marking the Southeast corner of Section 7, Township 31 North, Range 12 East, Allen County, Indiana, Second Principle Meridian; thence South 89 degrees 37 minutes 52 seconds West (basis bearing assumed) along the South line of the Southeast Quarter of Section 7, a distance of 615.00 feet to the West line of a parcel of land described in document #79-16739; thence North 10 degrees 08 minutes 40 seconds West along the said West line of a parcel of land described in document #79-16739, a distance of 25.37 feet to the North Right of Way line of Cook Road also being the Point of Beginning; continuing North 10 degrees 08 minutes 40 seconds West along the West line of a parcel of land described in document # 79-16739, a distance of 25.37 feet; thence North 89 degrees 36 minutes 41 seconds East, 39.32 feet; thence South 0 degrees 23 minutes 19 seconds East, 25.00 feet to the North right of way line of Washington Center Road; thence South 89 degrees 36 minutes 41 seconds West 35.02 feet to the West line of a parcel of land described in document # 79-76739, also being the Point of Beginning. Containing .02 acres more or less.

PERMANENT EASEMENT = 929.2 SQ. FT.

EASEMENT LOCATION

NORTH

SCALE - FEET
HORZ. 1"= 20'

0 10 20

CHRISTOPHER W. McCREA REGISTERED No. LS20300062 STATE OF INDIANA LAND SURVEYOR

I hereby certify that this plat represents a survey conducted under my supervision and is correct to the best of my knowledge and belief. This easement plat meets or exceeds the minimum standards of governing authorities.

Christopher W. McCrea, LS No. 20300062

IN WITNESS WHEREOF, I hereunto place my hand and seal this 9 th day of April , 2008.

McCrea Land Surveying, Inc.
2812 Lower Huntington Rd.
Fort Wayne, IN 46809
260-639-0048
260-818-2060 (FAX)
JOB #08030021

DRAINAGE EASEMENT

Property of:

Marcus James Moffitt
7409 Fritz Rd.
Fort Wayne IN 46808

Parcel No. _____ Record No. 79-16739

Date _____

Sheet _____ of _____

J:\07150300\070103.01\DOCS\easements\Cook Rd Water Main Ext.dwg, 4/10/2008 10:14:41 AM

A RESOLUTION approving the sale of
real estate owned by the City of
Fort Wayne.

Resolution # 95-6-11-08-1

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located at 1442 Summit St., Fort Wayne, Indiana and more particularly described as:

LOT 20 MCCULLOCH 1ST ADDITION, ALLEN COUNTY, INDIANA

WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for a portion of this property, and that future use by the City is unlikely.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 11th day of June, 2008.

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

****** REAL PROPERTY MASTER FILE CHANGE 2006 PAY 2007 ******

KEY NUMBER: 02-12-01-479-004.000-074 / 91-3457-5020
TAX CODE = 5

OWNER NAME/ADDRESS
FORT WAYNE CITY OF

[illegible] MAIN ST RM 840
[illegible]T WAYNE, IN 46802 0000

LEGAL DESCRIPTION
LOT 20 MCCULLOCH 1ST ADD

PROP ADD HOUSE #: 01442 DIR:
STREET : SUMMIT ST
ZIP CODE: 46803
DEED: REF#: 093-6844 TRNDAT: 08311993
ACTIVITY DATES: 09142005 10082004
R LAND: 000000000 HOMESTEAD YR = 0000
NR LAND: 000000000 HOME FLAG: N - 00000
TL LAND: 000000000 ACRES: 0.00
R IMPV: 000000000 USE CODE: 640
NR IMPV: 000000000
TL IMPV: 000000000

DRAIN INFORMATION

	NUMBER	ACRES	AMOUNT
01	0000000	0.00	0.00
02	0000000	0.00	0.00
03	0000000	0.00	0.00
04	0000000	0.00	0.00
05	0000000	0.00	0.00
06	0000000	0.00	0.00
07	0000000	0.00	0.00
08	0000000	0.00	0.00

XMPT	CTL#	BK#	PG1	PG2
000000000	00000	0	0	0

000000000 0
000000000 RECONSTRUCTION INFO
000000000 0.00
0.00

52

Legend

- Address Points
- Sections
- County
- Interstate
- Municipal
- Private
- State
- US Highway

Parcel Line

Alpha Tag

- Claim Line
- County Line
- Geog Twp Line
- Lot Line
- Misc Line
- Page Match Line
- Parcel Line
- Pol Corp Line
- Pol Twp Line
- Railroad Centerline
- Railroad ROW
- Road Centerline
- Road ROW
- Section Line
- State Line
- Sub Line 100
- Sub Line 400
- Unknown Linear
- Water Line
- Parcels

Allen County, Indiana

©2004 Board of Commissioners of the County of Allen

North American Datum 1983
State Plane Coordinate System, Indiana East
Photos: Spring 2003 / Contours:1999

Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.

N W E S

0 60 120 Feet

A RESOLUTION approving the sale of
real estate owned by the City of
Fort Wayne.

Resolution # 95-6-11-08-1

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located at 1442 Summit St., Fort Wayne, Indiana and more particularly described as:

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WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for a portion of this property, and that future use by the City is unlikely.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 11th day of June, 2008.

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

54

****** REAL PROPERTY MASTER FILE CHANGE 2006 PAY 2007 ******

KEY NUMBER: 02-12-01-479-004.000-074 / 91-3457-5020
TAX CODE = 5

OWNER NAME/ADDRESS
FORT WAYNE CITY OF

[illegible] MAIN ST RM 840
FORT WAYNE, IN 46802 0000

LEGAL DESCRIPTION
LOT 20 MCCULLOCH 1ST ADD

PROP ADD HOUSE #: 01442 DIR:
STREET : SUMMIT ST
ZIP CODE: 46803
DEED: REF#: 093-6844 TRNDAT: 08311993
ACTIVITY DATES: 09142005 10082004
R LAND: 000000000 HOMESTEAD YR = 0000
NR LAND: 000000000 HOME FLAG: N - 00000
TL LAND: 000000000 ACRES: 0.00
R IMPV: 000000000 USE CODE: 640
NR IMPV: 000000000
TL IMPV: 000000000

DRAIN INFORMATION

	NUMBER	ACRES	AMOUNT
01	0000000	0.00	0.00
02	0000000	0.00	0.00
03	0000000	0.00	0.00
04	0000000	0.00	0.00
05	0000000	0.00	0.00
06	0000000	0.00	0.00
07	0000000	0.00	0.00
08	0000000	0.00	0.00

XMPT	CTL#	BK#	PG1	PG2
000000000	00000	0	0	0
000000000			0	
000000000	RECONSTRUCTION INFO			
000000000			0.00	
			0.00	

Allen County, Indiana

©2004 Board of Commissioners of the County of Allen

North American Datum 1983
State Plane Coordinate System, Indiana East
Photos: Spring 2003 / Contours:1999

Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.

N W E S

0 60 120 Feet

IMPROVEMENT RESOLUTION NO. 7189-08

CAMBRIDGE BLVD. - NORTH HIGHLAND BLVD.
WORK ORDER NO. 12049

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Cambridge Blvd. from State Blvd. to Trinity Blvd. and also North Highland Blvd. from Cherokee Road to Huffman Blvd. by spot repair of curbs, walks, drives, wingwalks, resurfacing & restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 11th day of June, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: CAMBRIDGE BLVD - N. HIGHLAND BLVD
DATE: 5/27/2008
BID DATE:

RES. NO.: 7189-08
W.O. NO.: 12049

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Mobilization / Demobilization	1	LS	9,400.00	9,400.00
2.	Removal of Concrete	2,343	SY	6.00	14,058.00
3.	Removal of Curb	1,585	LF	4.50	7,132.50
4.	Concrete Sidewalk (4")	1,306	SY	20.00	26,120.00
5.	Concrete for Residential Drives (6")	1,025	SY	24.00	24,600.00
6.	Concrete Curb Type "III"	1,585	LF	14.00	22,190.00
7.	Top Soil	174	TON	18.00	3,132.00
8.	Water Valves Adjusted to Grade (undistributed)	22	EA	34.00	748.00
9.	Water Valves Furnish & Adjusted to Grade (undistributed)	5	EA	97.00	485.00
10.	Hydroseeding, with Tack Additive, for Erosion and Sediment Control (Additive to be FINN Additve Sytem "E-Tack" or "Hydrostik" or approved equal)	1,803	SY	2.00	3,606.00
11.	Maintenance of Traffic	1	LS	9,400.00	9,400.00
12.	Construction Sign Type "A"	9	EA	75.00	675.00
13.	Casting Type "C" Furnished & Adjusted to Grade	2	EA	425.00	850.00
14.	Castings Adjusted to Grade	14	EA	120.00	1,680.00
15.	Bed Course Material Type "O" Compacted Aggregate for Base	442	TON	14.00	6,188.00
16.	Surface Milling, Bituminous	5,402	SY	2.00	10,804.00
17.	Bituminous Surface, No. 12, HAC	282	TON	55.00	15,510.00
18.	Bituminous Binder, No. 9, HAC	554	TON	46.00	25,484.00
19.	Inlet Protection Devices for Stormwater and Erosion Control ("Sediguard" Inlet Protection Device or Approved Equal)	14	EA	150.00	2,100.00
20.	Bituminous Base #5 for Deep Strength Patching	130	TON	60.00	7,800.00
21.	Tree Fertilization	35	EA	40.00	1,400.00
22.	Concrete Wingwalk & Curb Ramps	21	SY	50.00	1,050.00
23.	Detectable Warning Surface	30	SY	65.00	1,950.00

SUB-TOTAL:	196,362.50
E&I @16%	31,418.00
TOTAL:	**$227,780.50**

BID

CONTRACTOR: _____

PROJECT: CAMBRIDGE BLVD - N. HIGHLAND BLVD

BID DATE:

RES. NO.: 7189-08

W.O. NO.: 12049

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Mobilization / Demobilization	1	LS		
2.	Removal of Concrete	2,343	SY		
3.	Removal of Curb	1,585	LF		
4.	Concrete Sidewalk (4")	1,306	SY		
5.	Concrete for Residential Drives (6")	1,025	SY		
6.	Concrete Curb Type "III"	1,585	LF		
7.	Top Soil	174	TON		
8.	Water Valves Adjusted to Grade	22	EA		
9.	Water Valves Furnish & Adjusted to Grade (undistributed)	5	EA		
10.	Hydroseeding, with Tack Additive, for Erosion and Sediment Control (Additive to be FINN Additve Sytem "E-Tack" or "Hydrostik" or approved equal)	1,803	SY		
11.	Maintenance of Traffic	1	LS		
12.	Construction Sign Type "A"	9	EA		
13.	Casting Type "C"	2	EA		
14.	Castings Adjusted to Grade	14	EA		
15.	Bed Course Material Type "O" Compacted Aggregate for Base	442	TON		
16.	Surface Milling, Bituminous	5,402	SY		
17.	Bituminous Surface, No. 12, HAC	282	TON		
18.	Bituminous Binder, No. 9, HAC	554	TON		
19.	Inlet Protection Devices for Stormwater and Erosion Control	14	EA		
20.	Bituminous Base #5 for Deep Strength Patching	130	TON		
21.	Tree Fertilization	35	EA		
22.	Concrete Wingwalk & Curb Ramps	21	SY		
23.	Detectable Warning Surface	30	SY		

TOTAL: _____

Note: Contractor will be paid on measured quanities only at unit price bid.
All work must be completed by : 8-29-08
Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

_____

Contractors Signature

CLARA AVENUE (CAREW TO ROLSTON) – WATER MAIN REPLACEMENT
RESOLUTION NO. 2090-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the construction of approximately 720 LF of 6-inch water main, 2 fire hydrants, and all other appurtenances and work as necessary for the water main extension project.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "CLARA AVENUE (CAREW TO ROLSTON) – WATER MAIN REPLACEMENT"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not be acquiring any property with this project.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $85,000.00

Declares this project will not change fees currently paid by property owners in the area.

APPROVED THIS 11th DAY OF June, 2008.

BOARD OF PUBLIC WORKS

BY: Regina A. Kostoff
Regina A. Kostoff, Chair

BY: John Suarez
John Suarez, Member

BY: _____
Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

A RESOLUTION SUPPORTING THE CONCEPT OF THE NORTH ANTHONY AREA ASSOCIATION DEVELOPING A REST NODE ALONG THE RIVERGREENWAY AT NORTH ANTHONY BOULEVARD AND NIAGARA DRIVE.

#95-6-18-08-2

WHEREAS, the North Anthony Area Association would like to develop, at its expense, a rest area along the Maumee Pathway of the Rivergreenway on City of Fort Wayne property at the southeast intersection of Niagara Drive and North Anthony Boulevard, aerial map of land attached hereto and made a part hereof ("Attachment A"); and

WHEREAS, the North Anthony Area Association would like to move forward with creating a conceptual design of the rest node; and

WHEREAS, the insurance company of the North Anthony Area Association requests a letter of support from the City of Fort Wayne Board of Public Works, showing that the City supports the rest node concept; and

WHEREAS, the City of Fort Wayne reserves the right to give final approval on any and all plans to establish a rest node on its property;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1: The idea of the North Anthony Area Association hiring a firm to design a rest area on City property at the southeast side of the North Anthony Boulevard and Niagara Drive intersection is hereby approved and agreed to.

SECTION 2: This Resolution shall be in full force and effect from and after its passage.

The City of Fort Wayne Board of Public Works:

Supports the concept of the North Anthony Area Association designing and building a rest node on City property at the southeast side of Niagara Drive and North Anthony Boulevard under the condition that the City of Fort Wayne Board of Works has the opportunity to approve said plans before construction begins.

Approved this 18th day of June, 2008

BOARD OF PUBLIC WORKS

BY: _____
Regina A. Kostoff, Chair

BY: _____
John Suarez, Member

BY: _____
Kumar Menon, Member

ATTEST BY:

_____
Marilyn Huth, Clerk

ATTACHMENT A

NORTH ANTHONY AREA ASSOCIATION

8/1 Lm for Sandy
pipsofsam
@verizon.net

July 23, 2007

Greg Meszaros, Director
City Utilities of Fort Wayne
One Main Street
City County Building 2nd Floor
Fort Wayne IN 46801

RE: Rest Area/Community Park Development

Dear Greg:

This letter is in response to your guidance as to the formal steps that must be taken for the North Anthony Area Association to begin work on a strategic plan to develop the common area by the Maumee River dike located at the intersection of Kensington Blvd. and Niagra Street.

As you know from our previous conversation, the neighborhood association wishes to associate this development as an access/rest to the River Greenway that runs adjacent to this locale.

Our first step, as you advised, is to submit this letter of request for input and acknowledgement from City Utilities as owner of this land, so that our committee can begin site survey and land design work.

Thank you for your interest in our project and taking the time to consider this request.

If you have any further questions on the project or wish to discuss further, please do not hesitate to contact me at 420.6101.

Sincerely,

Sandy Boruk, President
North Anthony Area Association

Cc: Dawn Ritchie, River Greenway Co=ord.
Denise Porter-Ross, NE Advocate
Tom Smith, 1st Dist. Councilman

City Utilities
Administration
JUL 25 2007
RECEIVED

2007
Officers & Board

PRESIDENT
Sandy Boruk
914 Kensington Blvd
420-6101
pipsofsam@verizon.net

VICE PRESIDENT
Jim Chapman
925 Kensington blvd
422.8908
jimcbapmanC@aol.com

TREASURER
Sherri DeFord

SECRETARY
Kathie Bishop

BOARD MEMBERS

Lynn Shady
Advertising

Barbara Callison
Publicity/Events
Fundraising

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, RESCINDING RESOLUTION NUMBER 95-6-11-08-2

RESOLUTION NUMBER #95-6-18-08-1

WHEREAS, on June 11, 2008, the Board of Public Works (the "Board") of the City of Fort Wayne, Indiana, (the "City") adopted a resolution entitled, "A Resolution of the Board of Public Works of the City of Fort Wayne, Indiana, Appropriating and Condemning Real Property for Use by the City of Fort Wayne, Indiana, and Assessing Benefits to Property Owners for the Construction of the Cook Road/US-33 Water Main Extension Project," (Resolution Number 95-6-11-08-02), the "Condemnation Resolution"; and

WHEREAS, pursuant to the Condemnation Resolution, the Board sent notice of the adoption of the Condemnation Resolution to the property owners identified therein from who the City, through the Board, seeks to condemn certain permanent easement interests to complete the Cook Road/US-33 Water Main Extension Project; and

WHEREAS, the Original Resolution scheduled a hearing date of July 9, 2008, at 10 a.m., to receive written remonstrances from property owners regarding the public utility and benefit of the project; and,

WHEREAS, the Board has determined to rescind the Condemnation Resolution pursuant to Indiana Code 32-24-2-10.

NOW, THEREFORE, be it resolved by the Board of Public Works of the City of Fort Wayne, Indiana, as follows:

1. That the Board hereby rescinds in all aspects the Condemnation Resolution pursuant to IC 32-24-2-10, including the award of damages and assessment of benefits set forth therein.

2. That this Resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

Adopted this **18th** day of **June 2008.**

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

Attest: Marilyn Huth, Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA }

} SS:

COUNTY OF ALLEN }

Before me, a Notary Public in and for said County and State personally appeared Regina A. Kostoff, Kumar Menon, and John Suarez, members of the Board of Public Works and Marilyn Huth, its Clerk, who acknowledged the execution of the foregoing resolution as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this _____ day of _____ 2008.

My commission expires:

_____

_____
Notary Public
Resident of _____County

_____
Printed Name of Notary

Prepared by: Justin Brugger, Program Manager – Capital Project Services

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, RESCINDING RESOLUTION NUMBER 95-6-11-08-2

RESOLUTION NUMBER #95-6-18-08-1

WHEREAS, on June 11, 2008, the Board of Public Works (the "Board") of the City of Fort Wayne, Indiana, (the "City") adopted a resolution entitled, "A Resolution of the Board of Public Works of the City of Fort Wayne, Indiana, Appropriating and Condemning Real Property for Use by the City of Fort Wayne, Indiana, and Assessing Benefits to Property Owners for the Construction of the Cook Road/US-33 Water Main Extension Project," (Resolution Number 95-6-11-08-02), the "Condemnation Resolution"; and

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2. That this Resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

Adopted this **18th** day of **June 2008.**

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

Attest: Marilyn Huth, Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA }
} SS:
COUNTY OF ALLEN }

Before me, a Notary Public in and for said County and State personally appeared Regina A. Kostoff, Kumar Menon, and John Suarez, members of the Board of Public Works and Marilyn Huth, its Clerk, who acknowledged the execution of the foregoing resolution as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this _____ day of _____ 2008.

My commission expires:

_____

_____
Notary Public
Resident of _____County

_____
Printed Name of Notary

Prepared by: Justin Brugger, Program Manager – Capital Project Services

40

IMPROVEMENT RESOLUTION NO. 7196-08

CLARA AVENUE SIDEWALK & CURB IMPROVEMENT
WORK ORDER NO. 12045

CEDIT NEIGHBORHOOD/REVOLVING BARRETT LAW

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve: Clara Avenue - Carew Ave. to Rolston Street by constructing new walks, ADA ramps, curbs, drives, yard walks, restoration and asphalt resurfacing.

All in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost for walks, curbs & drives shall be assessed 60% on the real estate abutting on said improvements and 40% upon the City of Fort Wayne, Indiana, if the said City is benefited by said improvement and the cost for ramps and asphalt resurfacing shall be assessed 100% on said City, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments if deferred are to be paid in ten equal installments with interest at the rate of five (5%) percent per annum as set by the Board of Public Works and shall be financed under Revolving Barrett Law as provided for in the above-entitled acts.

All proceedings and any work done on said improvements, assessment of property, collection of assessments and issuance of Bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

Adopted this 18th day of June, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: CLARA AVE.

RES. NO.: 7196-08
W.O. NO.: 12045

BID DATE:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Mobilization / Demobilization	1	LS	3,600.00	3,600.00
2	Removal of Concrete	877	SY	5.50	4,823.50
3	Removal of Curb	1103	LF	5.00	5,515.00
4	Concrete Sidewalk (4")	701	SY	24.00	16,824.00
5	Concrete for Residential Drives (6")	138	SY	28.00	3,864.00
6	Concrete Curb Type "III"	1103	LF	16.50	18,199.50
7	Top Soil	157	TON	15.00	2,355.00
8	Water Valves Adjusted to Grade (undistributed)	20	EA	30.00	600.00
9	Water Valves Furnish & Adjusted to Grade (undistributed)	13	EA	50.00	650.00
10	Hydroseeding, with Tack Additive, for Erosion and Sediment Control (Additive to be FINN Additve Sytem "E-Tack" or "Hydrostik" or approved equal)	451	SY	3.00	1,353.00
11	Maintenance of Traffic	1	LS	3,800.00	3,800.00
12	Construction Sign Type "A"	5	EA	75.00	375.00
13	Casting Type "C" Furnished & Adjusted to Grade	2	EA	450.00	900.00
14	Castings Adjusted to Grade	1	EA	125.00	125.00
15	Bed Course Material Type "O" Compacted Aggregate for Base	238	TON	15.00	3,570.00
16	Surface Milling, Bituminous	3348	SY	2.00	6,696.00
17	Bituminous Surface, No. 12, HAC	99	TON	55.00	5,445.00
18	Bituminous Binder, No. 9, HAC	197	TON	44.00	8,668.00
19	Bituminous Base, No. 5, HAC	169	TON	42.00	7,098.00
20	Inlet Protection Devices for Stormwater and Erosion Control ("Sediguard" Inlet Protection Device or Approved Equal)	4	EA	120.00	480.00
21	Tree Fertilization	9	EA	50.00	450.00
22	Concrete Wingwalk & Ramps	38	SY	32.00	1,216.00
23	Concrete Curb Type "II-A"	24	LF	9.00	216.00
24	Cement Concrete Pavement, Plain, 9 inches	20	SY	40.00	800.00

SUB-TOTAL:	97,623.00
E&I @16%	15,619.68
TOTAL:	**$ 113,242.68**

IMPROVEMENT RESOLUTION NO. 7195-08

OXFORD STREET - TURPIE TO WAYNE TRACE
WORK ORDER NO. 12055

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: OXFORD STREET FROM TURPIE STREET TO WAYNE TRACE; BY RECONSTRUCTION OF ROADWAY, I.E. CEMENT CONCRETE PAVEMENT REHABILITATION; WHICH INCLUDES, INTEGRAL CURBS (SOUTH-SIDE) CURB-FACE SIDEWALK (NORTH-SIDE) CURB RAMPS, CONSTRUCTION OF UNDER-DRAIN, DRIVE APPROACHES, REHABILITATE STORM SEWER STRUCTURES, WATER-MAIN REPLACEMENT, AND HYDROSEED RESTORATION.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 18th day of June, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

INDICATES COST SHARE WITH UTILITY

INDICATES COST PAID BY UTILITY

PROJECT: Oxford Street - Turpie to Wayne Trace

RES. NO.: 7195-08

DATE: 6/17/2008

W.O. NO.: 12055

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Mobilization & Demobilization	1	EA	13000.00	13000.00
2.	Removal of Pavement	2925	SY	8.50	24862.50
3.	Removal of Concrete	330	SY	6.50	2145.00
4.	Cement Concrete Pavement, Plain, 9" "High-Early Strength"	2823	SY	35.00	98805.00
5.	Concrete Pavement for Commercial Drive (8")	207	SY	35.00	7245.00
6.	Concrete Wingwalk & Ramps (6")	50	SY	45.50	2275.00
7.	Concrete Curbface Sidewalk	200	SY	45.50	9100.00
8.	"Special" Concrete Curb Type II-A, Includes #4. deformed reinforcement bar placed longitudinally along curb-line	630	LF	8.00	5040.00
9.	Contraction Joint, Type D-1	1540	LF	9.00	13860.00
10.	1" Expansion Joint With Load Transfer	80	LF	12.00	960.00
11.	Casting, Type A, Furnished & Adjusted to Grade	3	EA	500.00	1500.00
12.	Casting, Type C, Furnished & Adjusted to Grade	2	EA	500.00	1000.00
13.	Casting, Type F, Furnished & Adjusted to Grade	1	EA	500.00	500.00
14.	Castings, Adjust To Grade (Undistributed)	1	EA	300.00	300.00
15.	Pipe, RCP, Class IV, 12" (Include No. 53, Special Backfill)	45	LF	60.00	2700.00
16.	Inlet, Type I-C	1	EA	1600.00	1600.00
17.	Inlet, Type IV-E (2x3)	1	EA	2000.00	2000.00
18.	Water Valves (Curb-Box) Adjusted to Grade (Pavement, Sidewalk, Parkstrip)	8	EA	75.00	600.00
19.	Water Valves (Valve Box) Adjusted to Grade (Pavement, Sidewalk, Parkstrip)	1	EA	75.00	75.00
20.	Underdrain,6" Perforated Plastic, Group K Pipe (incl. #8 Aggregate Backfill)	1150	LF	8.00	9200.00
21.	Type "O" Compacted Aggregate for Base, No.53	725	TN	13.00	9425.00
22.	Bed Course Material	65	TN	12.50	812.50
23.	Backfill Behind Curb (Borrow)	40	TN	6.50	260.00
24.	Top Soil	50	TN	15.25	762.50
25.	Hydroseeding	500	SY	3.00	1500.00
26.	Construction Signs, Type A With Construction Warning Light Type A	8	EA	90.00	720.00
27.	Standard Barricade, Type III-B With Signs, Type B Construction	10	EA	180.00	1800.00
28.	Line, Remove	2500	LF	0.90	2250.00
29.	Temporary Pavement Marking, Type I, Yellow 4"	2500	LF	1.00	2500.00
30.	Pavement Markings, Skip White, Paint, 4"	50	LF	0.20	10.00
31.	Pavement Markings, Solid White, Paint, 4"	320	LF	0.20	64.00
32.	Pavement Markings, Solid Yellow, Paint, 4"	1040	LF	0.20	208.00
33.	Pavement Markings, "Arrow", Paint	3	EA	100.00	300.00
34.	Pavement Markings, "Word", Paint	3	EA	100.00	300.00

35.	Transverse Markings, Paint, Stop-Line, 24"	25	LF	1.75	43.75
36.	Sign-post, remove	1	EA	200.00	200.00
37.	"V-Loc" Sign Support	1	EA	100.00	100.00
38.	Maintenance of Traffic	1	LS	10000.00	10000.00
39.	6-INCH DIA, CLASS 350 DI PIPE - POLYWRAPPED OPEN TRENCH INSTALL OR 6-INCH DIA (DR11-HDPE), PIPE - HDD INSTALL, ALL DEPTHS. (INCLUDE #53/73 AGGREGATE BACKFILL WITH BOTH)	660	LF	48.00	31680.00
40.	6-INCH, RSW GATE VALVE AND BOX	3	EA	800.00	2400.00
41.	6-INCH X 6-INCH x 6-INCH TEE, RESTRAINED JOINT INSTALLATION	3	EA	450.00	1350.00
42.	6-INCH PLUG, RESTRAINED JOINT INSTALLATION	2	EA	450.00	900.00
43.	FIRE HYDRANT ASSEMBLY, TYPE V (RESTRAINED JOINT TEE)	1	EA	2500.00	2500.00
44.	WATER MAIN CONNECTION - Connect to existing Valve "Tap by WMS"	2	EA	2500.00	5000.00
45.	REPLACE 1-INCH WATER SERVICE□(SHORT SIDE) 'HDPE Service Tubing'	6	EA	650.00	3900.00
46.	4-INCH WATER SERVICE□RECONNECTION	1	EA	1200.00	1200.00
47.	REMOVAL OF FIRE HYDRANTS	1	EA	400.00	400.00
48.	REMOVAL OF VALVE BOXES	2	EA	200.00	400.00
49.	3/4" TEST RISER (TEMPORARY)	5	EA	500.00	2500.00
50.	BLOW-OFF ASSEMBLY (TEMPORARY)	1	EA	650.00	650.00
51.	CUT AND PLUG (WATER MAIN ABANDONMENT)	2	EA	750.00	1500.00
52.	ASPHALT PAVEMENT PATCHING - FOR STREET PAVEMENT	16	SY	50.00	800.00
53.	STORMWATER QUALITY CONTROL	1	LS	300.00	300.00
54.	AUDIO/VIDEO SURVEY	1	LS	300.00	300.00
55.	WORK ALLOWANCE	1	LS	2000.00	2000.00

SUB-TOTAL:	285803.25
E&I @16%	45728.52
TOTAL:	**$331,531.77**

35

IMPROVEMENT RESOLUTION NO. 7194-08

COLDWATER ROAD & MILL LAKE ROAD TRAFFIC SIGNAL INSTALLATION
WORK ORDER NO. 78043

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Coldwater Road by installing a traffic signal at the intersection of Mill Lake Road.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 18th day of June, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Coldwater & Mill Lake Traffic Signal Installation

RES. NO.: 7194-08
W.O. NO.: 78043

BID DATE: 7/9/2008

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Strain pole, 30'	4.00	Each	3,600.00	14,400.00
2	Foundations for strain pole	4.00	Each	1,500.00	6,000.00
3	Cabinet , P-1 (Install Only)	1.00	Each	500.00	500.00
4	Foundation for cabinet, P-1	1.00	Each	850.00	850.00
5	Controller, 8 phase, menu driven, NEMA, TS2 (Install Only)	1.00	Each	500.00	500.00
6	Wireless Detection System (Install Only)	1.00	LS	5,000.00	5,000.00
7	Signal handhole	5.00	Each	625.00	3,125.00
8	2" galvanized steel conduit	1,100.00	LFT	15.00	16,500.00
9	Traffic signal head, 1-way, 3-sections, 12" RAG (LED) (Install Only)	7.00	Each	150.00	1,050.00
10	Traffic signal head, 1-way, 5-sections, 12" RAG, A Arrow, G Arrow (LED) (Install Only	2.00	Each	150.00	300.00
11	Span, catenary and tether	4.00	Each	1,500.00	6,000.00
12	Disconnect hanger (Install Only)	4.00	Each	330.00	1,320.00
13	Computer cable interconnect, 12c/22	1500.00	LFT	1.50	2,250.00
14	Wire 7c/14	550.00	LFT	1.50	825.00
15	Wire 5c/14	450.00	LFT	1.30	585.00
16	Wire 3c/8	50.00	LFT	3.00	150.00
17	12' mast arm with 2500 Watt HPS Luminaire with photo cell	2.00	Each	1,000.00	2,000.00
18	Wire 2c/6 (on aerial span)	160.00	LFT	9.00	1,440.00
19	Traffic sign (span mounted)	4.00	Each	250.00	1,000.00
20	Street name sign (span mounted)	4.00	Each	750.00	3,000.00
21	Stop line, 24", thermoplastic	125.00	LFT	6.00	750.00
22	Service point, metered base	1.00	Each	500.00	500.00
23	Maintenance of Traffic	1.00	LS	3,200.00	3,200.00

SUB-TOTAL:	71,245.00
E&I @16%	11,399.20
TOTAL:	82,644.20

IMPROVEMENT RESOLUTION NO. 7187-08

ABOITE CENTER ROAD AND WESTLAKE DRIVE - SIGNAL INSTALLATION
WORK ORDER NO. 78041

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: INSTALL TRAFFIC SIGNAL WITH WIRELESS DETECTION, ASPHALT STREET WIDENING, CONCRETE ADA RAMPS, 10' ASPHALT TRAIL PATH, SEED AND MULCH RESTORATION

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 18th day of June, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: ABOITE CENTER ROAD & WESTLAKES - SIGNAL INSTALLATION RES. NO.: 7187-08

DATE: JUNE 10. 2008 W.O. NO.: 78041

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Strain Pole, 30'	4	EA	3600.00	14400.00
2.	Foundations, Strain Pole	4	EA	1500.00	6000.00
3.	Cabinet, P-1 (Install Only)	1	EA	500.00	500.00
4.	Foundation, P-1 Cabinet	1	EA	850.00	850.00
5.	Controller, 8 phase (Install Only)	1	EA	500.00	500.00
6.	2" Galvanized Steel Conduit	25	LFT	15.00	375.00
7.	Traffic Signal Head - 3-Sections - 12" Red, Amber, Green (LED) (Install Only)	8	EA	150.00	1200.00
8.	Service Point, Metered Base	1	EA	500.00	500.00
9.	Span, Catenary & Tether	4	EA	1500.00	6000.00
10.	Disconnect Hanger (Install Only)	4	EA	100.00	400.00
11.	Pedestrian Indication, 18" with international symbol, push button and sign	4	EA	650.00	2600.00
12.	Wire 12c/14	300	LFT	2.00	600.00
13.	Wire 7c/14	200	LFT	1.50	300.00
14.	Wire 5c/14	500	LFT	1.30	650.00
15.	Wire 3c/14	350	LFT	1.30	455.00
16.	Wire 3c/8	100	LFT	3.00	300.00
17.	Wireless Detection System (Install Only)	1	LS	5000.00	5000.00
18.	Traffic Sign (span mounted)	4	EA	250.00	1000.00
19.	Street Name Sign (span mounted)	4	EA	750.00	3000.00
20.	Concrete Sidewalk, 4"	55	SYS	25.00	1375.00
21.	Curb Ramps	33	SYS	50.00	1650.00
22.	Stop Line - 24" Thermoplastic	100	LFT	6.00	600.00
23.	Line, Thermoplastic, Solid, White, 24" Crosswalk 2' Apart	180	LFT	6.00	1080.00
24.	Line, Thermoplastic, Solid, White, 4"	2800	LFT	1.00	2800.00
25.	Line, Thermoplastic, Solid, Yellow, 4"	900	LFT	1.00	900.00
26.	Line, Thermoplastic, Solid, Yellow, 8"	1080	LFT	1.50	1620.00
27.	Transverse Markings, Thermoplastic, Crosshatch Line, Yellow, 12"	180	LFT	2.00	360.00
28.	Pavement Message Markings, Thermoplastic, Word, "ONLY"	5	EA	100.00	500.00

PROJECT: ABOITE CENTER ROAD & WESTLAKES - SIGNAL INSTALLATION RES. NO.: 7187-08

29.	Pavement Message Markings, Thermoplastic, Lane Indication Arrow	5	EA	100.00	500.00
30.	Remove Pavement Markings	3200	LFT	2.00	6400.00
31.	Sawcut	25	LFT	5.00	125.00
32.	HAC #11-B Surface for Widening	12	TONS	65.00	780.00
33.	HAC #5D Base for Widening	88	TONS	55.00	4840.00
34.	Compacted Aggregate Base #53 Stone	120	TONS	16.00	1920.00
35.	Common Excavation	110	CYS	12.00	1320.00
36.	Hydroseeding	1500	SYS	3.50	5250.00
37.	Removal of Concrete	85	SYS	6.00	510.00
38.	Bituminous #12 Surface for Trail	9	TON	100.00	900.00
39.	Bituminous #8 or #9 Binder for Trail	22	TON	100.00	2200.00
40.	Top Soil	200	SYS	15.00	3000.00
41.	Curb Removal	20	LFT	6.00	120.00
42.	Type 2-B Curb	20	LFT	12.00	240.00
43.	Constrution Signs, Type "A"	3	EA	80.00	240.00
44.	Standard Barricade Type II or Plastic Barrels with Warning Light	20	EA	28.00	560.00
45.	Compacted Clay Fill Material for Trail	350	TON	10.00	3500.00
46.	Grade and Shape Terrain, To Drain Into Existing Ditches, Approx. (160' X 35')	1	LS	1500.00	1500.00
47.	Remove (20') 12" CMP and End Sections	1	LS	100.00	100.00
48.	Mobilization and Demobilization	1	LS	3600.00	3600.00
49.	Maintenance of Traffic	1	LS	4700.00	4700.00

SUB-TOTAL: **97,820.00**
E&I @16% 15651.20

TOTAL: **$113,471.20**

IMPROVEMENT RESOLUTION NO. 7162-08

CHARLOTTE AVE. -CAREW TO ROLSTON
WORK ORDER NO. 12046

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Charlotte Ave.- Carew Ave to Rolston St. by constructing curbs, drives, and yard walks, on the South side of the street and curb ramps on the South East and North East corners of Carew and Charlotte Ave.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 18th day of June, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: CHARLOTTE AVE - CAREW TO ROLSTON **RES. NO.: 7162-08**

DATE: 4-10-08 **W.O. NO.: 12046**

BID DATE:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	REMOVAL OF CURB	642	LF	$5.00	$3,210.00
2.	REMOVAL OF CONCRETE	90	SY	$7.00	$630.00
3.	CONCRETE SIDEWALK (4")	28	SY	$24.00	$672.00
4.	CONCRETE CURB TYPE III	586	LF	$17.00	$9,962.00
5.	CONCRETE PAVEMENT FOR RESIDENTIAL DRIVE	30	SY	$29.00	$870.00
6.	CONCRETE ADA CURBRAMPS	34	SY	$44.00	$1,496.00
7.	WATER CURB BOX (ADJUST TO GRADE)	4	EA	$55.00	$220.00
8.	FURNISH WATER CURB BOX AND ADJUST TO GRADE	2	EA	$100.00	$200.00
9.	CASTING TYPE "C" (FURNISH AND ADJUST TO GRADE)	1	EA	$450.00	$450.00
10.	BACKFILL BEHIND CURBS	48	TON	$8.00	$384.00
11.	BED COURSE MATERIAL	44	TON	$14.00	$616.00
12.	TOPSOIL	68	TON	$16.00	$1,088.00
13.	MULCHED SEEDING RESTORATION (EROSION CONTROL APPLICATION)	340	SY	$2.00	$680.00
14.	FERTILIZE TREE	7	EA	$55.00	$385.00
15.	CONSTRUCTION SIGNS TYPE "A"	4	EA	$80.00	$320.00
17.	MAINTENANCE OF TRAFFIC	1	LS	$1,400.00	$1,400.00
18.	MOBILIZATION AND DE-MOBILIZATION	1	LS	$1,500.00	$1,500.00
19	SEDIGARD INLET PROTECTION DEVICE	2	EA	$125.00	$250.00

SUB-TOTAL: $24,333.00

E&I @25% $6,083.25

TOTAL: $30,416.25

Revised: 02-13-04

77

EMERGENCY RESOLUTION NUMBER #95-6-18-08-3
CALHOUN STREET SEWER REHABILITATION

WHEREAS, an existing 54" Brick combination sewer line has collapsed in under the railroad bridge;

WHEREAS, said collapse could not reasonably be foreseen and requires immediate action, and;

WHEREAS, repair of the 54" combination sewer line is beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, Insituform Technologies and Reynolds Inc. were invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer repair and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIR.**

APPROVED this 18th day of June ,2008.

BOARD OF PUBLIC WORKS

By _____
Regina Kostoff, Chair

By _____
Kumar Mennon, Member

By _____
John Suarez, Member

ATTEST: _____
Marilyn Huth, Clerk

CALHOUN STREET
COMBINATION SEWER EMERGENCY REPAIR SPECIFICATIONS

SCOPE OF WORK:

This emergency repair shall consist of the following bid:

ITEM NO. 1

Using Cured-in-place pipe / excavation, line720 LFT (+/-) of existing 54" brick combination sewer line, including any service taps. Reinstate all incoming pipes. The removal and replacement of any signs, if necessary. Soil conditions may be poor. This repair shall include any and all costs associated with using the Cure-in-place method of repair. This repair shall include any and/or all costs to complete all work necessary for, but not limited to, supervision, labor, equipment and materials necessary to excavate and remove materials from the jobsite, sheeting, trench stabilization, saw cutting of asphalt or concrete, and/or trench dewatering, resetting of existing drive pipes, removal, replacement of any and all incoming pipes, proper backfilling and proper compaction, use of flowable fill, pipe bursting, repair of manholes, replacement of manholes. These costs shall include the backfilling of any excavation #73/ #53 stone. These repairs shall also include the costs, if required, to relocate temporarily and or permanently any and all utilities in the construction zone.

CONDITIONS OF WORK:

The contractor awarded the emergency repairs shall be required to provide and comply with the following items:

1. City of Fort Wayne Department of Water Resources, Development Criteria/Standards Manual
2. Payment Bond
3. Contractor shall be responsible for and shall be required to comply with all Local, State and Federal Regulations regarding safety procedures, O.S.H.A. requirements and in particular open construction trench protection and confined space entry.
4. Contractor shall be required and responsible for placing and maintaining temporary barricades.
5. Contractor needs to comply with all E.B.E. requirements through City of Fort Wayne Compliance Office.
6. Contractor shall be responsible for dealing with whatever ground condition exists at the time of construction.
7. Contractor shall be responsible to protect, replace, and or repair all existing utilities in the emergency repair site.

The Contractor is responsible to determine if the temporary removal, relocation, support or bracing of existing items, such as street and traffic signs, power poles, posts, fences, rock gardens, light posts, shrubs, bushes, guard rail, etc., is necessary. Should temporary removal or relocation be necessary, the Contractor shall be responsible to replace or reinstall said items at their original location or at locations designated by the property owners and the Contractor shall restore them to their original or better condition, at no extra cost.

CALHOUN STREET
COMBINATION SEWER EMERGENCY REPAIRS

BASE BID:

ITEM NO. 1 All costs to complete all work to line the pipe using the cured-in-place method repair 720 lft. (+/-) of 54" sewer line.
Reinstall / remove and replace all connected pipes.

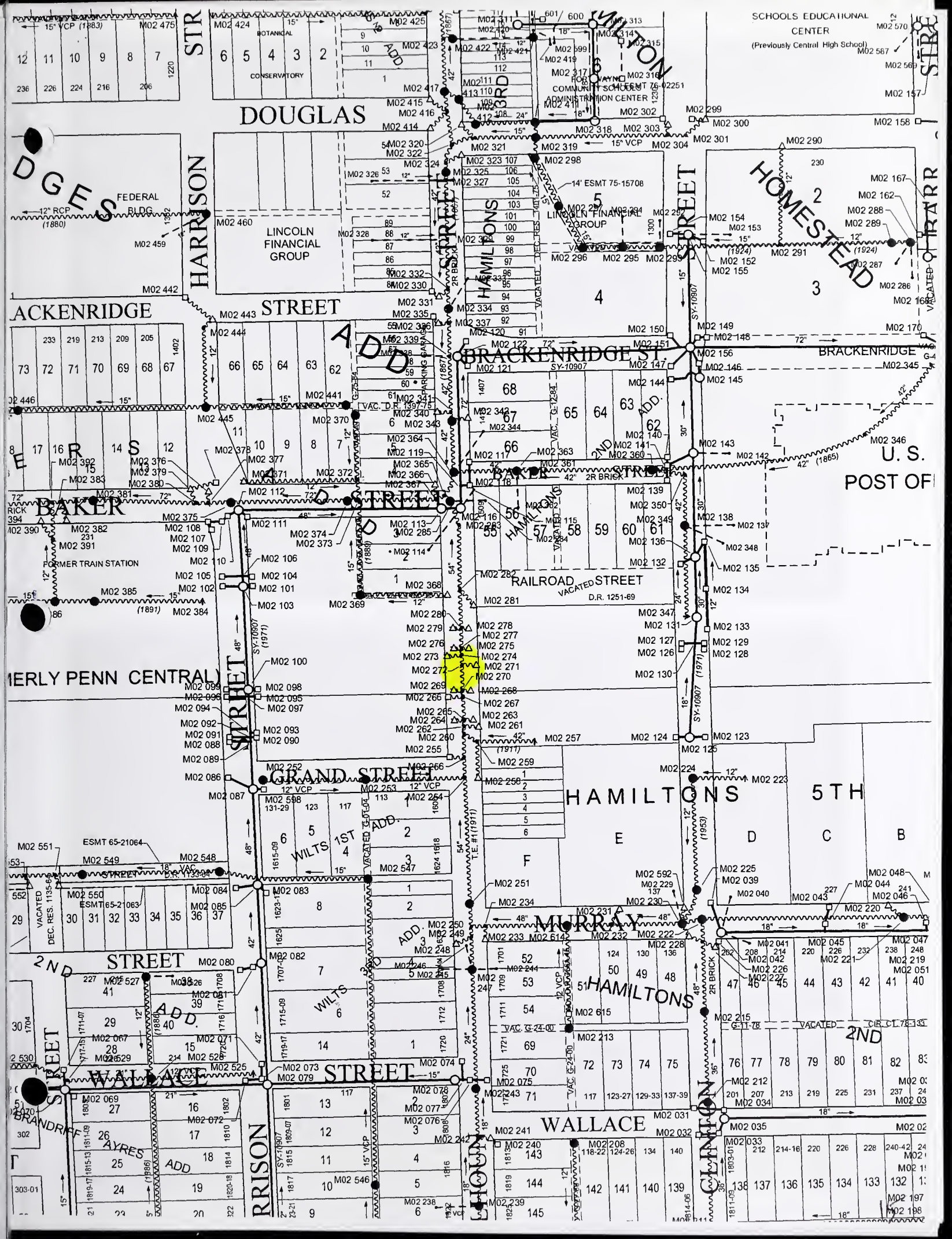
LUMP SUM **$**_____

The emergency repair work shall begin within 1 (one) day from date of obtaining an emergency repair order.

Proposal submitted this _____day of _____, 2008.

FROM_____
Contractor

BY_____.


DOUGLAS
HARRISON STREET
HAMILTONS 3RD ADD
HOMESTEAD
BRACKENRIDGE ST
BRACKENRIDGE ADD
BAKER STREET
BAKER STREET
RAILROAD VACATED STREET
GRAND STREET
WALLACE STREET
MURRAY
HAMILTONS 5TH ADD
WILTS 1ST ADD
AYRES ADD
2ND STREET
SCHOOLS EDUCATIONAL CENTER
(Previously Central High School)
FEDERAL BLDG
LINCOLN FINANCIAL GROUP
FORT WAYNE COMMUNITY SCHOOLS ADMINISTRATION CENTER
FORMER TRAIN STATION
U. S. POST OFF
FORMERLY PENN CENTRAL
BOTANICAL CONSERVATORY
PARKING GARAGE
BRANDRIFF
CLINTON
HOLMAN

JUN 6 2008

JUN 6 2008

n

JUN 6 2008

JUN 6 2008

WPCM/STM Department

Memo

To: Fort Wayne City Council

From: Gary Merriman, WPCM/STM Construction Program Manager

Date: July 1, 2008

Re: 1600 South Calhoun 54" brick combination sewer emergency repair

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The Water Pollution Control / Stormwater Maintenance Department requests your approval to spend $293,200.00 to make an emergency repair on a 54" brick sewer located under the 1600 block of South Calhoun Street.

The sewer line was damaged during storm sewer reconstruction under the rail road overpass for street resurfacing. The damage revealed the 1911 brick sewer to only have 12" of cover under the roadway. If the segment of the sewer between West Baker Street and Murray Street is not lined, the west south bound lane of South Calhoun will not be reopened.

Thank you,

Gary Merriman

19

COUNCIL
DIGEST SHEET

ENCLOSED WITH THIS INTRODUCTION FORM IS A TAB SHEET AND RELATED MATERIAL FROM THE VENDOR (S) WHO SUBMITTED BID (S). PLEASE FILL OUT THE FOLLOWING INFORMATION AND RETURN TO PURCHASING:

BID #:95-6-18-08-3 AWARDED TO: Reynolds Inliner, LLC AMOUNT: $293,200.00

WAS X WAS NOT ____ THE LOWEST, MOST RESPONSIVE AND MOST RESPONSIBLE OF 2 BIDDERS. IF NOT LOWEST, GIVE EXPLANATION FOR NOT OBTAINING LOW BID:

DESCRIPTION OF PROJECT (BE SPECIFIC AND QUANTIFY):
Emergency repair of approximately 350 ft of 54" brick combination sewer line via cured in place lining
The line is located under the west side of South Calhoun Street between W Baker St and Murray St.

IF REPLACEMENT, WHAT NECESSITATES:

WHAT ARE THE IMPLICATIONS IF PURCHASE IS NOT APPROVED:

Total collapse of the sewer line and permanent closure of one lane of South Calhoun Street

IF PRIOR APPROVAL IS BEING REQUESTED, JUSTIFY:

The sewer currently has a 5ft x 3ft hole in the top of it. It is located directly under the rail road underpass. A spot repair of the damaged spot would still result in the loss of one lane of Calhoun Street.

PREPARED BY: Gary Merriman DATE: June 30, 2008

WORK REQUEST

UTILITY NAME: Stormwater **DATE:** 6/30/08

REQUESTING DEPARTMENT: Stormwater Maint

PROJECT NAME: Calhoun Street Sewer Rehab

CIP CATEGORY:

FUNDING SOURCE:	Project Budget	CIP Project #
Capital	$293,200.00	08ZUNB040
Private		
Private w/Oversizing		
Bond		
Barrett Law		
Source of Reimbursement		

CONTRACT/RESOLUTION#

For the installation, inspection and testing of
to serve
as follows:

NOTES:
Emergency repair for CIP relining of 54" line – Calhoun Street

OUTSIDE SERVICES:
CONTACT PERSON: Gary Merriman
ESTIMATED DATE OF COMPLETION:
AUTHORIZED BY: Gary Merriman
WORK ORDER# 83153

EMERGENCY RESOLUTION NUMBER #95-6-18-08-3
CALHOUN STREET SEWER REHABILITATION

WHEREAS, an existing 54" Brick combination sewer line has collapsed in under the railroad bridge;

WHEREAS, said collapse could not reasonably be foreseen and requires immediate action, and;

WHEREAS, repair of the 54" combination sewer line is beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, Insituform Technologies and Reynolds Inc. were invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer repair and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIR.**

APPROVED this 18th day of June ,2008.

BOARD OF PUBLIC WORKS

By _____
Regina Kostoff, Chair

By _____
Kumar Mennon, Member

By _____
John Suarez, Member

ATTEST: _____
Marilyn Huth, Clerk

Reynolds Inliner, LLC
4520 N State Road 37
Orleans, IN 47452-0186
Phone: 812.865.3232
Fax: 812.865.3075

FAX COVER

To: Mike Hicks
From: Denise McClanahan
Company: Water Pollution Control
Date: 6/26/08
Fax: (260) 427-1455
Pages, including cover: 3
Phone: ()
cc:
RE: Quote

Comments:

Please find attached quote for Emergency Repair on Calhoun Street per your request.

CALHOUN STREET
COMBINATION SEWER EMERGENCY REPAIR SPECIFICATIONS

SCOPE OF WORK:

This emergency repair shall consist of the following bid:

ITEM NO. 1

Using Cured-in-place pipe / excavation, line720 LFT (+/-) of existing 54" brick combination sewer line, including any service taps. Reinstate all incoming pipes. The removal and replacement of any signs, if necessary. Soil conditions may be poor. This repair shall include any and all costs associated with using the Cure-in-place method of repair. This repair shall include any and/or all costs to complete all work necessary for, but not limited to, supervision, labor, equipment and materials necessary to excavate and remove materials from the jobsite, sheeting, trench stabilization, saw cutting of asphalt or concrete, and/or trench dewatering, resetting of existing drive pipes, removal, replacement of any and all incoming pipes, proper backfilling and proper compaction, use of flowable fill, pipe bursting, repair of manholes, replacement of manholes. These costs shall include the backfilling of any excavation #73/ #53 stone. These repairs shall also include the costs, if required, to relocate temporarily and or permanently any and all utilities in the construction zone.

CONDITIONS OF WORK:

The contractor awarded the emergency repairs shall be required to provide and comply with the following items:

1. City of Fort Wayne Department of Water Resources, Development Criteria/Standards Manual
2. Payment Bond
3. Contractor shall be responsible for and shall be required to comply with all Local, State and Federal Regulations regarding safety procedures, O.S.H.A. requirements and in particular open construction trench protection and confined space entry.
4. Contractor shall be required and responsible for placing and maintaining temporary barricades.
5. Contractor needs to comply with all E.B.E. requirements through City of Fort Wayne Compliance Office.
6. Contractor shall be responsible for dealing with whatever ground condition exists at the time of construction.
7. Contractor shall be responsible to protect, replace, and or repair all existing utilities in the emergency repair site.

The Contractor is responsible to determine if the temporary removal, relocation, support or bracing of existing items, such as street and traffic signs, power poles, posts, fences, rock gardens, light posts, shrubs, bushes, guard rail, etc., is necessary. Should temporary removal or relocation be necessary, the Contractor shall be responsible to replace or reinstall said items at their original location or at locations designated by the property owners and the Contractor shall restore them to their original or better condition, at no extra cost.

CALHOUN STREET
COMBINATION SEWER EMERGENCY REPAIRS

BASE BID:
ITEM NO. 1

All costs to complete all work to line the pipe using the cured-in-place method repair 720 lft. (+/-) of 54" sewer line.
Reinstall / remove and replace all connected pipes.

LUMP SUM $ 293,200.00

The emergency repair work shall begin within 1 (one) day from date of obtaining an emergency repair order.

Proposal submitted this 26TH day of JUNE, 2008.

FROM REYNOLDS INLINER, LLC
Contractor

BY _____
LARRY PURLEE, VICE-PRESIDENT

15

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: June 4, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utilities' vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments for the amount of **$ 91,870.00.** These payments will be made utilizing the 2006 Waterworks State Revolving Fund loan. These expenses are for the St. Joe Dam Pump Station Electrical Project, the 3RFP North Pump Building, the 3RFP Filter Valve Replacement , the 3RFP Disinfection Improvement, the Lime Sludge Pumping Ph II and the Lake Ave. Water Main Improvement.

Draw #103, #105, #107	CH2M Hill	$34,027.00
Draw #104	Donohue & Assoc.	7,500.00
Draw #106	HNTB Corp.	27,893.00
Draw #108 & #109	Black & Veatch Corp.	21,140.00
Draw #110	Bonar Group	1,310.00
Total SRF Payments		**$91,870.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

June 18, 2008
Date

AQUA INDIANA CONNECTION: #5 (WINDSOR LOOP)
RESOLUTION NO. 2122-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the construction of approximately 180 LF of 6-inch water main, and all other appurtenances and work as necessary for the Aqua Indiana water main connection project.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "AQUA INDIANA CONNECTION: #5 (WINDSOR LOOP)"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not be acquiring any property with this project.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $40,000.00

Declares this project will not change fees currently paid by property owners in the area.

APPROVED THIS 18th DAY OF June, 2008.

BOARD OF PUBLIC WORKS

BY: _____
Regina A. Kostoff, Chair

BY: _____
John Suarez, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Marilyn Huth, Clerk

RESOLUTION NO. 2080-2008

BELKNAP – VANCE – TUNBRIDGE STORM DRAIGANE IMPROVEMENTS

WHEREAS, a chronic stormwater drainage problem exists in the vicinity of Belknap Run – Vance Ave. – Tunbridge Crossing area in the City of Fort Wayne, Indiana; and

WHEREAS, Water Resources determined that this is a public problem and a repair is warranted; and

WHEREAS, Water Resources has developed an improvement plan to repair the stormwater drainage problem; and

WHEREAS, the improvement involves the installation of 705 LF of 8" HDPE Pipe, 8-Inlet structures, and all required finished grading, seeding and pavement restoration; and

WHEREAS, Water Resources Dept. invited seven (7) Contractors to submit bids for said improvements.

WHEREAS, Water Resources Dept. and has received bids for said improvements as follow:

Bercot, Inc.	$ 48,913.00
Earth Construction	$ no bid
Everett Drainage	$ 60,304.15
Geiger Developing	$ 38,357.50
Kurtz Excavating	**$ 36,187.95**
Land Construction	$ 37,662.50
Scheidleman Excavating	$ 37,220.50
Engineer's Estimate	*$ 43,650.00*

NOW, THEREFORE, the Board of Stormwater Management hereby declares a drainage improvement is necessary and requests the Purchasing Department to issue a Purchase Order to **Kurtz Excavating** in the amount of **$ 36,187.95**.

Adopted, this 18th day of June, 2008.

BOARD OF STORMWATER MANAGEMENT

Robert P. Kennedy,
Chairman

John Suarez,
Member

Matthew A. Wirtz,
Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

RESOLUTION NO. 2079-2008
VANCE – GLENCAIRN - COLISEUM STORM DRAIGANE IMPROVEMENTS

WHEREAS, a chronic stormwater drainage problem exists in the vicinity of Vance Ave. – Glencairn Dr. - Coliseum Blvd area in the City of Fort Wayne, Indiana; and

WHEREAS, Water Resources determined that this is a public problem and a repair is warranted; and

WHEREAS, Water Resources has developed an improvement plan to repair the stormwater drainage problem; and

WHEREAS, the improvement involves the installation of 265 LF of 8"-12" Storm Sewer Pipe, 2-Manholes, 6-Inlet Structures, and all required finished grading, seeding and pavement restoration; and

WHEREAS, Water Resources Dept. invited seven (7) Contractors to submit invitational bids for said improvements.

WHEREAS, Water Resources Dept. and has received bids for said improvements as follow:

Bercot, Inc.	$ 68,803.00
Earth Construction	$ no bid
Everett Drainage	$ 61,146.45
Geiger Developing	$ 55,993.00
Kurtz Excavating	**$ 49,738.23**
Land Construction	$ no bid
Scheidleman Excavating	$ 57,486.09
Engineer's Estimate	*$ 50,675.00*

NOW, THEREFORE, the Board of Stormwater Management hereby declares a drainage improvement is necessary and requests the Purchasing Department to issue a Purchase Order to **Kurtz Excavating** in the amount of **$ 49,738.23**.

Adopted, this 18th day of June, 2008.

BOARD OF STORMWATER MANAGEMENT

Robert P. Kennedy,
Chairman

John Suarez,
Member

Matthew A. Wirtz,
Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: June 17, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utilities' vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments for the amount of **$ 60,419.00.** These payments will be made with the 2006 Waterworks State Revolving Fund loan. These expenses are for the St. Joe Dam Pump Station Electrical Project and the 3RFP Disinfection Improvement.

Draw #111	Environment Management Specialists, Inc.	$22,069.00
Draw #112	HNTB Corp.	19,114.00
Draw #113	Donohue & Assoc.	19,236.00
	Total SRF Payments	**$60,419.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

June 25, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: June 18, 2008

RE: 2005 Fort Wayne Municipal Building Corp - Fire Stations #18 & #19

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $1,187.85 to be paid from the proceeds of the 2005 FWMBC - Fire Stations #18 & #19 which are held in an escrow at Wells Fargo Corporate Trust Services.

Towers Fire Apparatus	PR #47	1,187.85
Total for Payment Requests		**$ 1,187.85**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

June 25, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: June 18, 2008

RE: 2007 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $63,615.79 to be paid from the proceeds of the 2007 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #24

Tessco	397.79
MobileTEK Consulting, LLC	63,218.00
Total for Payment Requests	**$ 63,615.79**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

June 25, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: June 18, 2008

RE: 2008 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $228,227.44 to be paid from the proceeds of the 2008 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #6

WA Jones Truck Bodies	109,789.32
Steven R Jenkins Co Inc.	24,466.00
Southeastern Equipment Co	50,805.00
Dimension Ford	38,296.50
Ziebart	3,599.30
Barney's Auto Electric	1,271.32
Total for Payment Requests	**$ 228,227.44**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

June 25, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: June 18, 2008

RE: 2007 PSAC Furniture Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $2,045.73 to be paid from the proceeds of the 2007 PSAC Furniture Lease Financing which are held in an escrow at JP Morgan Trust Company.

ASAP Software	PR #20	1,407.33
Knoll, Inc.	PR #20	638.40
Total for Payment Requests		**$ 2,045.73**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

June 25, 2008
Date

IMPROVEMENT RESOLUTION NO. 7198-08

WEST JEFFERSON BLVD. CURB
WORK ORDER NO. 12078

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: West Jefferson Blvd. from Willowdale Drive, west to the existing curb by constructing concrete Type II-B curb and a drainage inlet on the south side of the pavement.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 25th day of June, 2008

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: West Jefferson Blvd. Curb RES. NO.: 7198-08

DATE:6/18/08 W.O. NO.: 12078

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Curb	5	LF	5.00	25.00
2.	Removal of Pavement	45	SY	7.50	337.50
3.	Common Excavation	35	CY	10.00	350.00
4.	Concrete Curb Type II-B	800	LF	15.00	12000.00
5.	Bituminous Mixture for Patching	25	TN	60.00	1500.00
6.	Backfill Behind Curb (Borrow)	60	TN	7.00	420.00
7.	Top Soil	75	TN	15.00	1125.00
8.	Hydroseeding with HydroStik or equivalent for Erosion Control	450	SY	3.00	1350.00
9.	Inlet, Type IV - E incl. special backfill	1	EA	2000.00	2000.00
10.	Construction Signs, Type A	8	EA	80.00	640.00
11.	Flashing Arrow, Sign	10	DAY	80.00	800.00
12.	Sediguard Inlet Protection Device or equal	2	EA	100.00	200.00
13.	Riprap	10	TN	30.00	300.00
14.	Maintenance of Traffic	1	LS	2000.00	2000.00
15.	Mobilization / Demobilization	1	LS	2000.00	2000.00
16.				0.00	0.00
17.				0.00	0.00

SUB-TOTAL: 25047.50
E&I @25% 6261.88

TOTAL: $31,309.38

Revised: 02-13-04

IMPROVEMENT RESOLUTION NO. 95-7-2-08-1

TOWPATH TRAIL, PHASE II-B, CONSTRUCTION
WORK ORDER NO. 11964

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: The Wabash & Erie Canal Towpath Trail is a 5.5 mile, multiuse trail that will connect the existing 23-mile Rivergreenway to the trails planned in Aboite Township by Aboite New Trails, Inc. The Towpath Trail is divided into six phases. Phase 11-B is approximately 1.7 miles and will run from Covington Road, west of Ardmore Avenue, to the intersection of Smith Road and Glendale Road.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 2nd day of July, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: TOWPATH TRAIL - PHASE II-B **RES. NO.: 95-7-2-08-1**

W.O. NO.: 11964

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1	CLEARING RIGHT OF WAY	1.00	LS	34,000.00	34,000.00
2	CONSTRUCTION ENGINEERING	1.00	LS	22,700.00	22,700.00
3	MOBILIZATION AND DEMOBILIZATION	1.00	LS	56,700.00	56,700.00
4	EXCAVATION, COMMON	5,450.00	CYS	20.00	109,000.00
5	EXCAVATION, WET (UNDISTRIBUTED QUANTITY)	1,000.00	CYS	50.00	50,000.00
6	MAINTAINING TRAFFIC	1.00	LS	5,000.00	5,000.00
7	BORROW	7,000.00	CYS	25.00	175,000.00
8	TEMP. EROSION CONTROL, PERIMETER PROTECTION	5,945.00	LFT	1.50	8,917.50
9	TEMP. EROSION CONTROL, DROP INLET PROTECTION	9.00	EA	60.00	540.00
10	TEMP. EROSION CONTROL, DITCH CHECK PROTECTION	1,408.00	LFT	5.00	7,040.00
11	COMPACTED AGGREGATE, NO. 53, BASE	3,780.00	TON	15.00	56,700.00
12	HMA, SURFACE, TYPE A	625.00	TON	70.00	43,750.00
13	HMA, INTERMEDIATE, TYPE A	1,250.00	TON	65.00	81,250.00
14	ASPHALT FOR TACK COAT	2.00	TON	200.00	400.00
15	HMA FOR APPROACHES, TYPE A	6.50	TON	75.00	487.50
16	PORTLAND CEMENT CONCRETE FOR APPROACHES, 9 IN.	27.00	SYS	75.00	2,025.00
17	MULCHED SEEDING, MIX 1 ON 2" TOPSOIL	15,300.00	SYS	1.25	19,125.00
18	MULCHED SEEDING, MIX 2 OR 3 ON 2" TOPSOIL	11,500.00	SYS	1.25	14,375.00
19	SODDING	1,666.80	SYS	5.00	8,334.00
20	MOBILIZATION AND DEMOBILIZATION FOR SEEDING AND SODDING	1.00	EA	1,000.00	1,000.00
21	RIP-RAP, REVETMENT, 6"	40.00	TON	25.00	1,000.00
22	GEOTEXTILE	65.00	SYS	5.00	325.00
23	12 IN., RCP	82.00	LFT	25.00	2,050.00
24	12 IN., HDPE, PIPE	112.00	LFT	20.00	2,240.00
25	15 IN., HDPE, PIPE	34.00	LFT	30.00	1,020.00
26	18 IN., HDPE, PIPE	1,477.00	LFT	35.00	51,695.00
27	24 IN., RCP	43.00	LFT	45.00	1,935.00
28	24 IN., HDPE, PIPE	40.00	LFT	40.00	1,600.00
29	36 IN., RCP	43.00	LFT	50.00	2,150.00
30	48 IN., CMP	37.00	LFT	75.00	2,775.00

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
31	PIPE END SECTION, 12 IN.	12.00	EA	400.00	4,800.00
32	PIPE END SECTION, 15 IN.	2.00	EA	425.00	850.00
33	PIPE END SECTION, 18 IN.	2.00	EA	450.00	900.00
35	CONCRETE PIPE ANCHOR	2.00	EA	500.00	1,000.00
36	30 IN. X 30 IN. INLET, WITH BEEHIVE CASTING	4.00	EA	1,200.00	4,800.00
37	STANDARD 48" MANHOLE WITH 24" FRAME AND COVER	2.00	EA	2,000.00	4,000.00
38	PEDESTRIAN BRIDGE, H-5 LOADING (EAST END)	1.00	EA	150,000.00	150,000.00
39	PEDESTRIAN BRIDGE, H-10 LOADING (WEST END)	1.00	EA	110,000.00	110,000.00
40	BORROW FOR STRUCTURE BACKFILL	1,000.00	CYS	20.00	20,000.00
41	FURNISH AND ADJUST CASTING TO GRADE	2.00	EA	750.00	1,500.00
42	RECONSTRUCT EXISTING MANHOLE	2.00	EA	750.00	1,500.00
43	CONSTRUCTION SIGN, A	8.00	EA	50.00	400.00
44	SIGN, SHEET, ENCAPSULATED LENS W/LEGEND 0.080 IN. THICKNESS	54.00	SFT	17.00	918.00
45	SIGN POST, SQUARE, 2, REINFORCED ANCHOR BASE	101.00	LFT	9.50	959.50
46	LINE, PAINT, BROKEN, YELLOW, 4 IN.	2,125.00	LFT	0.40	850.00
47	LINE, PAINT, SOLID, YELLOW, 4 IN.	125.00	LFT	0.40	50.00
48	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	500.00	LFT	0.65	325.00
49	BOLLARDS, CONCRETE	14.00	EA	125.00	1,750.00
50	BOLLARDS, COLLAPSIBLE	7.00	EA	300.00	2,100.00
51	GEOGRID, BX-1100 (UNDISTRIBUTED QUANTITY)	2,500.00	SYS	7.00	17,500.00
52	GEOGRID, BX-1300 (UNDISTRIBUTED QUANTITY)	2,500.00	SYS	12.00	30,000.00
53	COMP. AGG., NO. 1, NO. 2, OR NO. 53 (UNDISTRIBUTED QUANTITY)	3,500.00	TON	24.00	84,000.00
54	FENCE, CHAIN LINK, 72 IN.	200.00	LFT	25.00	5,000.00
55	FENCE, CHAIN LINK WITH SLATS, 72 IN.	883.40	LFT	40.00	35,336.00
56	GATE, CHAIN LINK, SWING, 72 IN.	1.00	EA	1,500.00	1,500.00
57	PLASTIC DELINEATOR	11.00	EA	25.00	275.00
58	MODIFIED RAMP, CONCRETE	50.00	SYS	35.00	1,750.00
59	AUDIO/VIDEO SURVEY	1.00	LS	1,500.00	1,500.00
				TOTAL:	1,246,697.50

IMPROVEMENT RESOLUTION NO. 7200-08

WASHINGTON CENTER ROAD EMERGENCY REPAIR
WORK ORDER NO. 12081

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: **Washington Center Road From Dartmouth Drive to Meadowbrook Drive, Coldwater Road near Stratton Road and Clinton Street near Washington Center by Reconstruction of damaged concrete street pavement.**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 2nd day of July, 2008

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Emergency Concrete repairs
(Washington Ctr Rd., Clinton St. & Coldwater Road)

DATE: 6/24/2008

BID DATE:

RES. NO.: 7200-08
W.O. NO.: 12081

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	REMOVAL OF CONCRETE PAVEMENT	720	SY	$18.00	$12,960.00
2	REMOVAL OF CURB	80	LF	$5.00	$400.00
3	CEMENT CONCRETE PAVEMENT, PLAIN, 9 INCHES (9-BAG MIX W/ 1% OR 2% CALCIUM IF NEEDED) (includes J-Bolts)	720	SY	$55.00	$39,600.00
4	CONCRETE CURB TYPE II-A	80	LF	$13.00	$1,040.00
5	COMPACTED AGGREGATE FOR BASE TYPE "O" NO. 53 STONE	135	TON	$20.00	$2,700.00
6	MAINTENANCE OF TRAFFIC (INCLUDES ALL SIGNS, BARRICADES AND PLASTIC DRUMS)	1	LS	$5,500.00	$5,500.00
7	MOBILIZATION AND DE-MOBILIZATION (INCLUDES ALL SIGNS, BARRICADES AND PLASTIC DRUMS)	1	LS	$7,500.00	$7,500.00
8	RESTORATION (TOPSOIL AND HYDROSEED)	18	SY	$4.00	$72.00
9	DETECTOR HOUSING	1	EA	$600.00	$600.00
10	SAW SLOT & SEALER	140	LF	$12.00	$1,680.00
11	1C/14 LOOP CABLE	380	LF	$1.00	$380.00

SUB-TOTAL: $72,432.00

TOTAL: $72,432.00

IMPROVEMENT RESOLUTION NO. 7193-08

MISCELLANEOUS CONSTRUCTION PACKAGE B-2008
WORK ORDER NO. 12067

CEDIT NEIGHBORHOOD/REVOLVING BARRETT LAW

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve: That it is deemed necessary to improve:

Various locations in the 4th, 5th & 6th Districts:

4th District –

LOCATIONS:

Haverhill Addition (Sidewalk Reconstruction)

Street Addresses: 9212 Thunderhill Place, 4612 Winterfield Run, 4711 Winterfield Run, 4915 Winterfield Run, 4305 Winterfield Run, 4229 Winterfield Run, 4326 Winterfield Run, 4721 Winterfield Run, 9114 Sea Wind Place, 9228 Sea Wind Place, 9216 Sea Wind Place, 9325 Crystal Spring Drive, 9440 Crystal Spring Drive, 4421 Grey Owl Place, 4618 Mirror Light Place, 4909 Orchard Green Place, 9627 Woodstream Drive, 9819 Woodstream Drive, 9834 Woodstream Drive, 9906 Woodstream Drive, 9914 Woodstream Drive, 9933 Woodstream Drive, 10025 Woodstream Drive, 9427 Woodstream Drive, 9531 Woodstream Drive.

Homestead Hills Addition (curb Reconstruction at entrance of addition)

Live Oak Boulevard (Curb Reconstruction, at the intersection of Williamsburg)

Silverfox Drive cul-de-sac (Street Pavement Patching fronting 9425)

5th District -

LOCATIONS:

STREET ADDRESSES:

1636 St. Mary's Avenue (Sidewalk Reconstruction)
1016 Rudisill Boulevard (Sidewalk Reconstruction)

6th District -

LOCATIONS:

4800 Block of Salem Lane – Christofer Lane to Maple Grove

STREET ADDRESSES:
Street Addresses: 2922 Reed Street (Drive Approach Construction), 2539 Holton Street (Drive Approach Construction), 4802 Lillie Street (Curb Repair), 929 Milton Street (Curb Repair).

All in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of Said City; and such improvement is now ordered.

The cost for walks, curbs & drives shall be assessed 60% on the real estate abutting on said improvements and 40% upon the City of Fort Wayne, Indiana, if the said City is benefited by said improvement and the cost for ramps shall be assessed 100% on said City, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments if deferred are to be paid in ten equal installments with interest at the rate of five (5%) percent per annum as set by the Board of Public Works and shall be financed under Revolving Barrett Law as provided for in the above-entitled acts.

All proceedings and any work done on said improvements, assessment of property, collection of assessments and issuance of Bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

Adopted this 2nd day of July, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Miscellaneous Construction Package B - 2008

RES. NO.: 7193-08

DATE: 6/20/2008

W.O. NO.: 12067

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Mobilization / Demobilization	1	LS	3500.00	3500.00
2.	Removal of Pavement (Silver Fox Drive)	32	SY	8.00	256.00
3.	Removal of Concrete	660	SY	6.50	4290.00
4.	Removal of Curb	875	LF	5.25	4593.75
5.	Backfill Behind Curb (Borrow)	50	TN	6.50	325.00
6.	Type "O" Compacted Aggregate for Base, No.53 (Silver Fox Drive)	10	TN	13.00	130.00
7.	Bed Course Material	100	TN	11.00	1100.00
8.	Asphalt / Concrete Pavement Patching	125	SY	55.00	6875.00
9.	Cement Concrete Pavement, Plain (6")	32	SY	40.00	1280.00
10.	Concrete Pavement for Residential Drive (6")	135	SY	35.00	4725.00
11.	Concrete Wingwalk & Ramps (6")	30	SY	45.00	1350.00
12.	Concrete Sidewalk (4")	512	SY	26.00	13312.00
13.	Concrete Curb Type I-B	1002	LF	15.00	15030.00
14.	Concrete Curb Type III	50	LF	15.00	750.00
15.	Inlet, Type I-C (Salem Lane)	1	EA	2200.00	2200.00
16.	Casting Type "C" Furnished & Adjusted to Grade (Live Oak Blvd.)	2	EA	450.00	900.00
17.	Casting Type "E" Furnished & Adjusted to Grade (Salem Lane)	1	EA	500.00	500.00
18.	Top Soil	47	TN	15.25	716.75
19.	HydroSeeding, HydroStick or Equivalent Polymer for Erosion Control	500	SY	3.00	1500.00
20.	Sediguard Inlet Protection Device or equal w / Curbguard for sediment control	5	EA	100.00	500.00
21.	Tree, Fertlize	49	EA	55.00	2695.00
22.	Maintenance of Traffic	1	LS	3000.00	1500.00

SUB-TOTAL:	68028.50
E&I @25%	17007.13
TOTAL:	**$85,035.63**

Revised: 02-13-04

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: July 9, 2008

RE: 2008 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $234,262.92 to be paid from the proceeds of the 2008 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #7

WatchGuard Video	233,480.00
Barney's Auto Electric	782.92
Total for Payment Requests	**$ 234,262.92**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

July 9, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: July 9, 2008

RE: 2007 PSAC Furniture Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $1,712.00 to be paid from the proceeds of the 2007 PSAC Furniture Lease Financing which are held in an escrow at JP Morgan Trust Company.

PSI, Inc.	PR #21	1,712.00
	Total for Payment Requests	**$ 1,712.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

July 9, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: July 9, 2008

RE: 2005 Fort Wayne Municipal Building Corp - Fire Stations #18 & #19

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $559.19 to be paid from the proceeds of the 2005 FWMBC - Fire Stations #18 & #19 which are held in an escrow at Wells Fargo Corporate Trust Services.

Towers Fire Apparatus	PR #48	559.19
Total for Payment Requests		**$ 559.19**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

July 9, 2008
Date

IMPROVEMENT RESOLUTION NO. 7199-08

St. VINCENT'S CHURCH DECELERATION LANE
WORK ORDER NO. 12047

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: 1410 Wallen Road by constructing 500 Lineal feet of new curbing, storm inlet, asphalt resurfacing, widening and hydroseed restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid $25,000 by the City of Fort Wayne and the remaining amount shall be paid for by the St. Vincent's Church .

Adopted this 9th day of July, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

TIMATE OF QUANTITIES

PROJECT: ST. VINCENTS CHURCH DECEL LANE
DATE: 6/18/2008
BID DATE:

RES. NO.: 7199-08
W.O. NO.: 12047

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Mobilization / Demobilization	1	LS	2,500.00	2,500.00
2.	Clearing of Right of Way	1	LS	500.00	500.00
3.	Common Excavation	148	CY	11.00	1,628.00
4.	Concrete Curb Type "II-B"	527	LF	14.00	7,378.00
5.	Linear Grade Ditch	2	STA	150.00	300.00
6.	Type O Compacted Aggregate for Base, #53	95	TON	15.00	1,425.00
7.	Maintaining Traffic	1	LS	2,200.00	2,200.00
8.	Construction Sign, Type A	5	EA	50.00	250.00
9.	Bituminous Base, No. 5, HMA	145	TON	40.00	5,800.00
10.	Bituminous Binder, No. 9, HMA	120	TON	44.00	5,280.00
11.	Bituminous Surface, No. 11, HMA	60	TON	60.00	3,600.00
12.	Bituminous Material for Tack Coat	0.50	TON	300.00	150.00
13.	Hydroseeding, with Tack Additive, for Erosion and Sediment Control (Additive to be FINN Additve Sytem "E-Tack" or "Hydrostik" or approved equal)	550	SY	3.50	1,925.00
14.	Inlet Protection Devices for Stormwater and Erosion Control ("Sediguard" Inlet Protection Device or Approved Equal)	3	EA	150.00	450.00
15.	Backfill Behind Curb	20	TON	10.00	200.00
16.	Topsoil	40	TON	15.00	600.00
17.	Temporary Line, Paint, Brocken, Yellow, 4 Inch	300	LF	0.55	165.00
18.	Line, paint, Solid Yellow, 6"	850	LF	0.55	467.50
19	Line, paint, Solid White , 6"	240	LF	0.55	132.00
20	Transverse Markings, paint, Line,8"	80	LF	0.80	64.00
21	Pavement Message Markings, Thermoplastic, Lane Indication Arrow	2	EA	78.00	156.00
22	Pavement Message Markings, Thermoplastic, Word (ONLY)	2	EA	120.00	240.00
23	Surface Milling , Bituminous	1,084	SY	2.00	2,168.00
24	Inlet, Type IV-E	1	EA	1,800.00	1,800.00
25					0.00

SUB-TOTAL:	$ 39,378.50
E&I @16%	$ 6,300.56
TOTAL:	$ 45,679.06

ESTIMATED COSTS

Total cost construction	$ 39,378.50
E&I	$ 6,300.56
TOTAL COST	$ 45,679.06
2nd DIST CEDIT FUNDING	$ 25,000.00
SubTotal	$ 20,679.06
City Utilities - Inlet	$ 1,800.00
ST VINCENT CHURCH SHARE	**$ 18,879.06**

CHRISTIAN AVE. – ROYAL DR. – SCHMUCKER AVE.
STORM DRAINAGE IMPROVEMENTS
RESOLUTION NO. 1998-2007

RESOLUTION by the Board of Storm water Management of the City of Fort Wayne, Indiana, that:

Orders the construction of approximately **2,550 LF of 10-inch to 15-inch sewer pipe with all appurtenant manholes, inlets and drainage outfall structures, associated with the drainage improvement of an area in the vicinity of Christian Ave., Royal Dr., and Schmucker Ave.**

Declares that said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled "CHRISTIAN AVE. – ROYAL DR. – SCHMUCKER AVE. STORM DRAINAGE IMPROVEMENTS".

Declares the cost of said improvements shall be paid by STORMWATER UTILITY FUNDS.

Declares the "CHRISTIAN AVE. – ROYAL DR. – SCHMUCKER AVE. STORM DRAINAGE IMPROVEMENTS" project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that the "CHRISTIAN AVE. – ROYAL DR. – SCHMUCKER AVE. STORM DRAINAGE IMPROVEMENTS" project is of public utility and benefit.

Declares the "CHRISTIAN AVE. – ROYAL DR. – SCHMUCKER AVE. STORM DRAINAGE IMPROVEMENTS" project does not require the acquisition of property rights.

Declares the engineer's estimate of "CHRISTIAN AVE. – ROYAL DR. – SCHMUCKER AVE. STORM DRAINAGE IMPROVEMENTS" project's total cost is $300,000.

Declares the "CHRISTIAN AVE. – ROYAL DR. – SCHMUCKER AVE. STORM DRAINAGE IMPROVEMENTS" project will not change fees currently paid by property owners in the area.

ADOPTED THIS 16th **DAY OF** July **, 2008**

BOARD OF STORMWATER MANAGEMENT

BY: _____
Robert P. Kennedy, Chairman

BY: _____
John Suarez, Member

BY: _____
Matthew A. Wirtz, Member

ATTEST: _____
Marilyn Huth, Clerk

BID FORM FOR SALE OF
(1442 Summit Street)

COPY

To: Fort Wayne Board of Public Works
One East Main Street
Room 420 City-County Building
Fort Wayne, Indiana 46802

The undersigned hereby offers to purchase for the sum of $ 200.00 in accordance with the Paragraphs below, the real estate (vacant lot) located at 1442 Summit Street, the legal description of which is N. 70' Lot 19 McCulloch 1st Addition, Wayne Township, Allen County, Indiana.

1) PURCHASE PRICE
The entire purchase price shall be paid in cash, cashiers check or money order.

2) In submitting his/her bid, bidder represents that this bid is genuine and not made in interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation: bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid: bidder has not solicited or induced any person, firm, or corporation to refrain from bidding: and bidder has not sought collusion to obtain for himself/herself any advantage over any other bidder or over owner.

3) The Real Estate, its improvements, fixtures and utility systems, and any personal property included in this sale are being sold in "AS IS" condition, without warranty of any kind from Seller, either express or implied.

4) Survey will be provided by seller at buyer's expense.

5) Title insurance will be provided by seller at buyer's expense.

6) Buyer is responsible for recording fees and advertising costs.

IN WITNESS WHEREOF, the undersigned has subscribed his/her name this 10 **day of** July, **2008.**

Grace Bell Trice

Signature

GRACE BELL TRICE

Printed Name

Organization

Title

IMPROVEMENT RESOLUTION NO. 7197-08

FOURTH STREET BRICK RECONSTRUCTION
WORK ORDER NO. 12063

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Fourth Street from Sherman Street to Barthold Street with spot reconstruction of the brick pavement.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 16th day of July, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: FOURTH ST.- Sherman St. to Barthold St.

RES. NO.: 7197-08

DATE: 6-16-08

W.O. NO.: 12063

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Pavement (Concrete/Brick)	700	SY	15.00	10500.00
2.	Brick pavement Utilizing Existing Brick	260	SY	150.00	39000.00
3.	Brick pavement Utilizing New BELDEN JUMBO REGIMENTAL Brick	220	SY	125.00	27500.00
4.	Brick pavement Utilizing Salvaged Metropolitan Brick	220	SY	125.00	27500.00
5.	Type "O" Compacted Aggregate for Base, No.53	100	TN	15.00	1500.00
6.	Casting Type - A Furnished & Adjusted to Grade	1	EA	450.00	450.00
7.	Castings Adjusted to Grade	1	EA	150.00	150.00
8.	Water Valves (Valve-Box) Adjusted to Grade	1	EA	100.00	100.00
9.	Standard Barricade, Type III - B	3	EA	100.00	300.00
10.	Standard Barricade, Type III	6	EA	80.00	480.00
11.	Construction Sign, Type A	7	EA	100.00	700.00
12.	Maintenance of Traffic	1	LS	4000.00	4000.00
13.	Mobilization / Demobilization	1	LS	5000.00	5000.00

SUB-TOTAL: 117180.00

E&I @25% 29295.00

TOTAL: $146,475.00

RESOLUTION NO. 2078-2008
DWIGHT DRIVE STORM DRAIGANE IMPROVEMENTS

WHEREAS, stormwater drainage problem exists at Dwight Drive in the City of Fort Wayne, Indiana; and

WHEREAS, Water Resources determined that this is a public problem and a repair is warranted; and

WHEREAS, Water Resources has developed an improvement plan to repair the stormwater drainage problem; and

WHEREAS, the improvement involves the installation of 540 LF of 12" RCP, 1-Manhole and 8-Inlet structures, and all required finished grading, seeding and pavement restoration; and

WHEREAS, Water Resources Dept. invited seven (7) Contractors to submit invitational bids for said improvements.

WHEREAS, Water Resources Dept. and has received said invitational bids for said improvements as follow:

Bercot, Inc.	$58,881.00
Earth Construction	no bid
Everett Drainage	**$43,398.40**
Geiger Developing	no bid
Kurtz Excavating	$50,084.40
Land Construction	$58,770.00
Scheidleman Excavating	$46,964.96
Engineer's Estimate	*$48,300.00*

NOW, THEREFORE, the Board of Stormwater Management hereby declares a drainage improvement is necessary and requests the Purchasing Department to issue a Purchase Order to **Everett Drainage & Excavating, Inc.** in the amount of **$ 43,398.40**.

Adopted, this 16th day of July, 2008.

BOARD OF STORMWATER MANAGEMENT

Robert P. Kennedy,
Chairman

John Suarez,
Member

Matthew A. Wirtz,
Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

STREET LIGHT RESOLUTION

NUMBER 320 - 08

FRIENDLY FOX PROJECT

STREET LIGHT IMPROVEMENT

The Board of Public Works of the City of Fort Wayne, Indiana, hereby deems it necessary to install an underground street light system at the following locations: 4005 / 4007 SOUTH WAYNE AVENUE and 619 WEST FOSTER PARKWAY, in accordance with the plans and specifications on file in the office of the Board of Works of the city of Fort Wayne, Indiana, and such lighting is now ordered. This improvement is ordered pursuant to the applicable Indiana Statutes.

This project is funded with 2008 5th DISTRICT CEDIT Funds. All proceedings and any work done in the said lighting assessment of property and collections of assessments shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

BOARD OF PUBLIC WORKS

Regina A. Kostoff – Chair

John Suarez – Member

Kumar Menon -Member

ATTEST:

Marilyn Huth – Clerk

Dated this 16th day of July, 2008

EMERGENCY RESOLUTION NUMBER #95-7-16-08-1
INDIAN VILLAGE REGULATOR

WHEREAS, an existing 18" combination line has collapsed, going out of the Indian Village Regulator and;

WHEREAS, said collapse could not reasonably be foreseen and requires immediate action, and;

WHEREAS, repair of the 18" combination line is beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, Mason Engineering and Greig-Ottenweller Contracting, were invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer repair and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIR.**

APPROVED this 16th day of July ,2008.

BOARD OF PUBLIC WORKS

By Regina A. Kostoff
Regina Kostoff, Chair

By
Kumar Menon, Member

By John Suarez
John Suarez, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

INDIAN VILLAGE REGULATOR
EMERGENCY REPAIR

SCOPE OF WORK:

This emergency repair shall consist of the following bid:

ITEM NO. 1

The existing 18" pipe, that connects the 66" pipe with the siphon, at the downstream end, is broken and tree root bound. There is a piece of sheeting that was driven through this existing 18". The pipe and the sheeting are causing debris to collect in the pipe. This collection of debris is causing the existing 18" pipe to back up to the point of causing sewage to spill over the dam in the 66" combination sewer, creating a dry weather overflow. This repair shall consist of placing a 15" SDR 35 PVC pipe inside an existing 18" pipe. Contractor to verify length of pipe needed and to verify existing diameter. The concrete and metal frame at the downstream end shall be removed in order to place this 15" pipe. This concrete shall be repaired after the 15" is placed. Sheeting that has been driven through the existing 18" pipe shall be cut out in order to place the 15" pipe. Bypass pumping will be required from inside the 66" pipe. The bypass pumping is to go over the walk bridge to the next manhole downstream. Access to the 66" pipe is through an existing manhole frame on top of the 66" pipe. After placement of the 15" pipe, both ends shall be sealed up in order to prevent any leakage. Any plugging to stop the flow through the existing 18" pipe shall be included in the cost – care must be taken to avoid any material from flowing into the siphons. Also included in the cost is the removal of the manhole frame on top of the siphon structure and replace this with a 2'x3' aluminum hatch for access. The removal and replacement of any signs, if necessary. This repair shall include any and/or all costs to complete all work necessary for, but not limited to, supervision, labor, equipment and materials necessary to core drill and/or excavate and remove materials from the jobsite, cut existing sheeting, sheeting, trench stabilization, concrete removal, concrete repair, bypass pumping, saw cutting of concrete, and/or trench dewatering, These repairs shall also include the costs, if required, to relocate temporarily and or permanently any and all utilities in the construction zone.

CONDITIONS OF WORK:

The contractor awarded the emergency repairs shall be required to provide and comply with the following items:

1. City of Fort Wayne Department of Water Resources, Development Criteria/Standards Manual
2. Payment Bond
3. Contractor shall be responsible for and shall be required to comply with all Local, State and Federal Regulations regarding safety procedures, O.S.H.A. requirements and in particular open construction trench protection and confined space entry.
4. Contractor shall be required and responsible for placing and maintaining temporary barricades.
5. Contractor needs to comply with all E.B.E. requirements through City of Fort Wayne Compliance Office.

6. Contractor shall be responsible for dealing with whatever ground condition exists at the time of construction.
7. Contractor shall be responsible to protect, replace, and or repair all existing utilities in the emergency repair site.

The Contractor is responsible to determine if the temporary removal, relocation, support or bracing of existing items, such as street and traffic signs, power poles, posts, fences, rock gardens, light posts, shrubs, bushes, guard rail, etc., is necessary. Should temporary removal or relocation be necessary, the Contractor shall be responsible to replace or reinstall said items at their original location or at locations designated by the property owners and the Contractor shall restore them to their original or better condition, at no extra cost.

INDIAN VILLAGE REGULATOR
EMERGENCY REPAIR

BASE BID:
ITEM NO. 1 All costs to complete all work to repair/replace the existing 18" sewer line, between the 66" combination sewer and the siphon structure.

LUMP SUM **$**_____

The emergency repair work shall begin within 1 (one) day from date of obtaining an emergency repair order.

Proposal submitted this _____day of _____, 2008.

FROM_____
Contractor

BY_____

ADD.
SEC. B
TRAIL
ROAD
WAY
VILLAGE
BOULEVARD
BOULEVARD
MANITO
AVENUE
ROAD
BOULEVARD
ST. MARYS RIVER
BLUFFTON
CITY OF FORT WAYNE
STORMWATER DETENTION AREA
SM18 INDIAN VILLAGE REGULATOR
FOSTER PARK
GEBHART'S
J11 064
J11 063
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J11 106
J11 220
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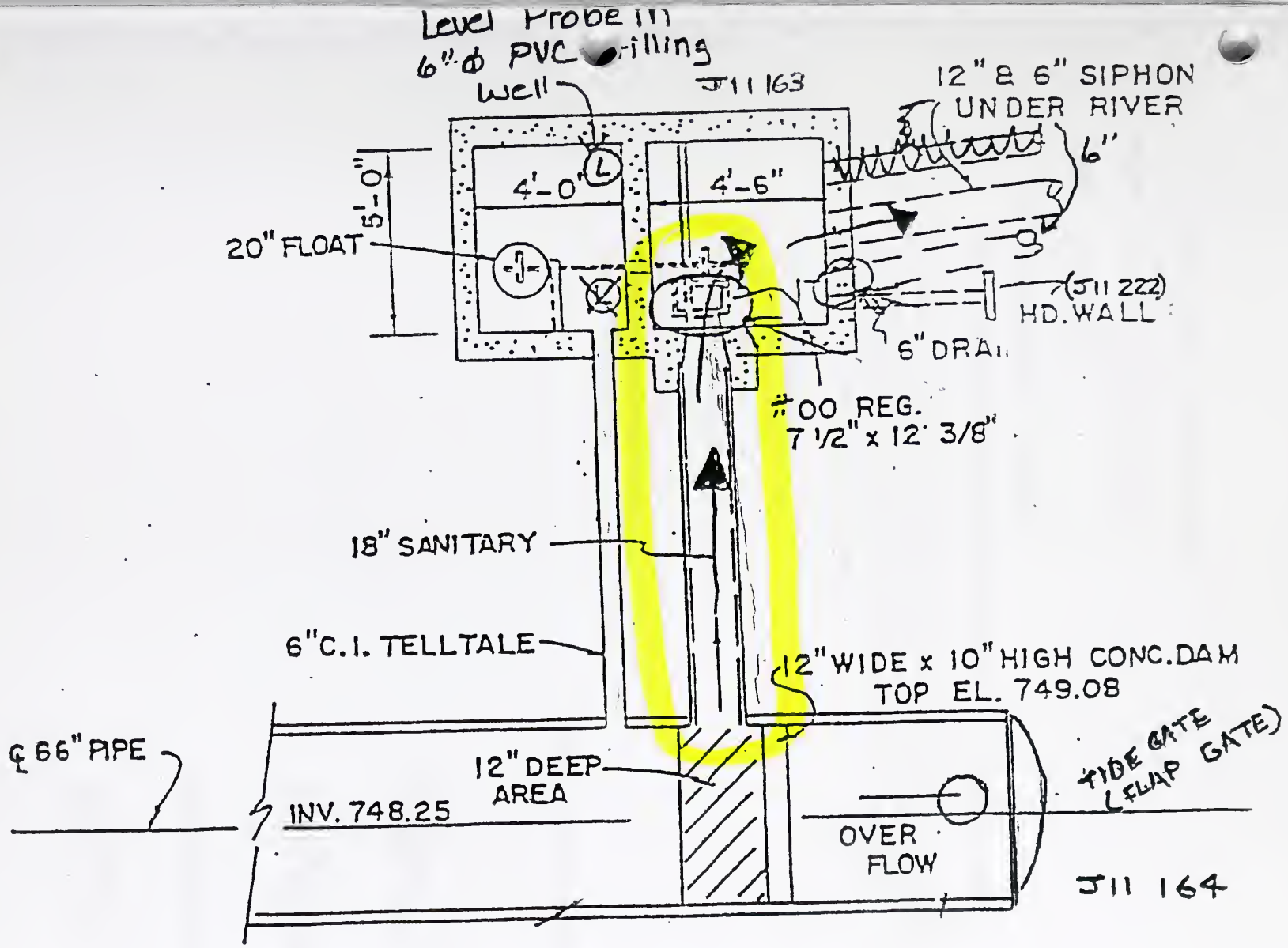
J11 224
J11 203
J11 204
J11 205
J11 237
J11 206
J11 236
J11 238
J11 217
J11 241
J11 242
J11 240
J11 239
J11 218
J15 035
J15 036
J15 031
8"(1965)
ST-10693
SY-11154
DEC. RES. 1432-79
DEC. RES. 525-250
UNVERIFIED INCOMING 24" CMP
CURB LINING 2002 (CONT 649-01)
6" CIP
12" CIP
8" PVC
6" VCP
24" CMP
24 RES 420 (1986)
1908-1944



PLAN

SCALE : 3/10" = 1'-0"

SHEET 1 OF 1

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: July 23, 2008

RE: 2008 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $236,328.41 to be paid from the proceeds of the 2008 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #8

Brown Equipment	74,950.00
WA Jones Truck Bodies & Equipment	77,572.00
Hoosier Fire Equipment	19,705.32
CDW Government	8,971.30
Statewide Emergency Products	31,630.80
Summit City Vehicle	23,498.99
Total for Payment Requests	**$ 236,328.41**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

July 23, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: July 3, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utilities' vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments for the amount of **$ 1,742,583.00.** These payments will be made with the 2006 Waterworks State Revolving Fund loan. These expenses are for the 3RFP North Pump Building, the St. Joe Dam Pump Station Electrical Project, the Filter Valve Replacement Project - Contract C, the 3RFP West Reservoir Design Improvement, the Lake Ave. Water Main Improvement, and the Phase 2 Lime Sludge Pumping Project.

Draw #114	Hagerman Construction and Tower Bank	$ 922,769.00
Draw #115 & #116	Weigand Construction and Star Financial Bank	703,666.00
Draw #117	Bonar Group	12,988.00
Draw #118 & #122	Donohue & Assoc.	71,167.00
Draw #119 & #120	CH2M Hill	31,211.00
Draw #121	Black & Veatch Corp.	782.00
	Total SRF Payments	**$1,742,583.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

July 23, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: July 3, 2008

RE: SRF (STATE REVOLVING FUNDS) – **2005 Sewer Works**

Please include the following sewer SRF payments with the City Utilities vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$680,859.00.** These payments will be made using the 2005 sewer State Revolving Funds. These expenses are for the WPCP Primary Clarifiers project - W.O. 74742.

Draw #185	Barton Malow Co.	$580,063.00
Draw #186	CH2M Hill	48,897.00
Draw #187	Donohue & Assoc.	51,899.00
	Total SRF Payments	**$680,859.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

July 23, 2008
Date

North Reservoir Underwater Cleaning
RESOLUTION NO. 2131-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies, and equipment required to perform cleaning and inspection as indicated in the project specifications.

Said improvements with all their appurtenances shall be performed in accordance with the specifications titled, North Reservoir Underwater Cleaning

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $99,500.

APPROVED THIS 23 DAY OF July, 2008.

BOARD OF PUBLIC WORKS

BY: Regina A. Kostoff
Regina A. Kostoff, Chair

BY: _____
Kumar Menon, Member

BY: John Suarez
John Suarez, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: July 21, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utilities' vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments for the amount of **$ 96,773.00.** These payments will be made with the 2006 Waterworks State Revolving Fund loan. These expenses are for the 3RFP North Pump Building, the St. Joe Dam Pump Station Electrical Project and the Filter Valve Replacement Project.

Draw #123, #124, #127 & #128	CH2M Hill	$ 71,071.00
Draw #125	HNTB Corp.	23,412.00
Draw #126	ACM Engineering & Environmental Services	2,290.00
	Total SRF Payments	**$96,773.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

July 30, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: July 21, 2008

RE: SRF (STATE REVOLVING FUNDS) – **2005 Sewer Works**

Please include the following sewer SRF payments with the City Utilities vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$119,193.00.** These payments will be made using the 2005 sewer State Revolving Funds. These expenses are for the WPCP Primary Clarifiers project - W.O. 74742.

Draw #188	CH2M Hill	$ 44,055.00
Draw #189	Donohue & Assoc.	75,138.00
	Total SRF Payments	**$119,193.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

July 30, 2008
Date

IMPROVEMENT RESOLUTION NO. 7202-08

Werling Drive Reconstruction
WORK ORDER NO. 12071

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Werling Dr. From Plaza Dr. to Queen St.by reconstructing with concrete curbs type I-B,drive approaches,6' wide concrete sidewalks and curb ramps. Also reconstructing the street with new asphalt pavement from Plaza Dr to a pt. 730 ft. east thereof and milling and resurfacing of the street from this pt. to Queen St.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 30th day of July, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Werling Drive Reconstruction RES. NO.: 7202-08
Plaza Dr. to Queen St.

DATE:7/24/2008 W.O. NO.: 11978

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Common Excavation	1100	CY	15.00	16500.00
2.	Removal of Curb	1550	LF	5.00	7750.00
3.	Removal of Concrete	1120	SY	6.00	6720.00
4.	Concrete Curb Type I-B	1550	LF	12.00	18600.00
5.	Concrete Sidewalk (4")	1065	SY	25.00	26625.00
6.	Concrete Pavement for Residential Drive (6")	35	SY	28.00	980.00
7.	Concrete Pavement for Commercial Drive (8")	25	SY	30.00	750.00
8.	Concrete Wingwalk & Ramps (6")	20	SY	40.00	800.00
9.	Bed Course Material	200	TON	10.00	2000.00
10.	Type "O" Compacted Aggregate for Base, No.53	730	TON	12.00	8760.00
11.	Type "O" Compacted Aggregate for Base, No.1 or No.2	800	TON	12.00	9600.00
12.	Bituminous Binder, No. 8 or No 9, HAC	380	TON	50.00	19000.00
13.	Bituminous Surface, No.12 , HAC	280	TON	70.00	19600.00
14.	Bituminous Material for Tack Coat @ 0.06 Gal / SY	1	TON	275.00	275.00
15.	Topsoil	70	TON	15.00	1050.00
16.	HydroSeeding With HydroStick or Equivalent Polymer for Erosion Control	430	SY	3.00	1290.00
17.	Water Valves (Curb-Box) Adjusted to Grade	5	EA	30.00	150.00
18.	Castings Adjusted to Grade	12	EA	100.00	1200.00
19.	Mobilization / Demobilization	1	EA	5000.00	5000.00
20.	Maintance of Traffic	1	EA	5000.00	5000.00
21.	Surface Milling	1850	SY	2.50	4625.00
22.	Construction Signs, Type A With Construction Warning Light Type A	6	EA	80.00	480.00
23.	Type III Barricades With Type "B" Signs	3	EA	125.00	375.00
24.	Type III Barricades	5	EA	100.00	500.00
25.	Sediguard Inlet Protection Device or Approved Equivalent For Sediment Control	8	EA	100.00	800.00

SUB-TOTAL: 158430.00
E&I @25% 39607.50

TOTAL: $198,037.50

Revised: 02-13-04

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: August 4, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utilities' vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments for the amount of **$879,890.00.** These payments will be made with the 2006 Waterworks State Revolving Fund loan. These expenses are for the Bellmont Addition Water Main Replacement, the 3RFP North Pump Building, the St. Joe Dam Pump Station Electrical Project, the Filter Valve Replacement Project and the Lime Sludge Pumping Ph II Project.

Draw #129	S & S Directional Boring	$141,306.00
Draw #130	Hagerman Construction & Tower Bank	453,277.00
Draw #131 & #132	Weigand Construction & Star Financial Bank	281,542.00
Draw #133	Black & Veatch Corp.	3,765.00
	Total SRF Payments	**$879,890.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

August 6, 2008
Date

RE-BID on August 6, 2008

ESTIMATE OF QUANTITIES

PROJECT: CAMBRIDGE BLVD - N. HIGHLAND BLVD
DATE: 7/9/2008
BID DATE:

RES. NO.: 7189-08
W.O. NO.: 12049

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Mobilization / Demobilization	1	LS	11,000.00	11,000.00
2.	Removal of Concrete	1,944	SY	7.00	13,608.00
3.	Removal of Curb	1,585	LF	5.00	7,925.00
4.	Concrete Sidewalk (4")	1,306	SY	25.00	32,650.00
5.	Concrete for Residential Drives (6")	575	SY	26.00	14,950.00
6.	Concrete Curb Type "III"	1,585	LF	15.00	23,775.00
7.	Top Soil	174	TON	18.00	3,132.00
8.	Water Valves Adjusted to Grade (undistributed)	22	EA	40.00	880.00
9.	Water Valves Furnish & Adjusted to Grade (undistributed)	5	EA	100.00	500.00
10.	Hydroseeding, with Tack Additive, for Erosion and Sediment Control (Additive to be FINN Additve Sytem "E-Tack" or "Hydrostik" or approved equal)	1,803	SY	2.00	3,606.00
11.	Maintenance of Traffic	1	LS	9,400.00	9,400.00
12.	Construction Sign Type "A"	9	EA	75.00	675.00
13.	Casting Type "C" Furnished & Adjusted to Grade	2	EA	425.00	850.00
14.	Castings Adjusted to Grade	14	EA	120.00	1,680.00
15.	Bed Course Material Type "O" Compacted Aggregate for Base	442	TON	14.00	6,188.00
16.	Surface Milling, Bituminous	0	SY	2.00	0.00
17.	Bituminous Surface, No. 12, HAC	0	TON	55.00	0.00
18.	Bituminous Binder, No. 9, HAC	0	TON	46.00	0.00
19.	Inlet Protection Devices for Stormwater and Erosion Control ("Sediguard" Inlet Protection Device or Approved Equal)	14	EA	125.00	1,750.00
20.	Bituminous Base #5 for Deep Strength Patching (Undistributed)	30	TON	60.00	1,800.00
21.	Tree Fertilization	37	EA	45.00	1,665.00
22.	Concrete Wingwalk & Curb Ramps	21	SY	55.00	1,155.00
23.	Detectable Warning Surface	30	SY	130.00	3,900.00

Items deleted

SUB-TOTAL:	141,089.00
E&I @16%	22,574.24
TOTAL:	**$163,663.24**

34

Revised: 02-13-04

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: August 4, 2008

RE: SRF (STATE REVOLVING FUNDS) – **2005 Sewer Works**

Please include the following sewer SRF payment with the City Utilities vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payment in the amount of **$394,524.00.** This payment will be made using the 2005 sewer State Revolving Funds. This expense is for the WPCP Primary Clarifiers project - W.O. 74742.

Draw #190	Barton Malow Co.	$394,524.00

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

August 6, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: August 6, 2008

RE: 2008 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $1,539.85 to be paid from the proceeds of the 2008 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #9

CDW Government	1,539.85
Total for Payment Requests	**$ 1,539.85**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

August 6, 2008
Date

A RESOLUTION approving the sale of
real estate owned by the City of
Fort Wayne.

Resolution # 95-8-6-08-1

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of properties located at Block of 2400 Perth St., Fort Wayne, Indiana and more particularly described as:

LOTS 61, 62, 63 ABBOTTS ADDITION TO E. WAYNE EX W 67 FT, ALLEN COUNTY, INDIANA

WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for a portion of these properties, and that future use by the City is unlikely.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named properties, following all applicable state statutes.

Signed this 6th day of August, 2008.

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

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Signed this 6th day of August, 2008.

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

REYNOLDS & EDSALL: 42-INCH BUTTERFLY VALVE REPLACEMENT
RESOLUTION NO. 2138-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the replacement of an existing inoperable 42" butterfly valve with a new 42" butterfly valve & associated 42" pipe.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "REYNOLDS & EDSALL: 42-INCH BUTTERFLY VALVE REPLACEMENT"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not be acquiring any property with this project.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $50,000.00

Declares this project will not change fees currently paid by property owners in the area.

APPROVED THIS 6th DAY OF August, 2008.

BOARD OF PUBLIC WORKS

BY: _____
Regina A. Kostoff, Chair

BY: _____
John Suarez, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Marilyn Huth, Clerk

SECONDARY SETTLING TANKS 1 THROUGH 5 ELECTRICAL CABLE REPAIRS
EMERGENCY RESOLUTION NO. 95-8-13-08-2

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

WHEREAS, the Water Pollution Control Plant treatment process includes a series of nine (9) secondary settling tanks, and

WHEREAS, on August 4, 2008 an electrical outage occurred affecting 2 of the 9 settling tanks, and

WHEREAS, repairs to the electrical cables will require pulling new wiring from the aeration control building to the settling tanks, and

WHEREAS, these settling tanks are vital to the Water Pollution Control Plants ability to treat sewage and meet the final treated water effluent permit and,

WHEREAS, the plant's capacity is limited and time is of the essence and,

WHEREAS, the estimated cost to repair these cables is estimated at $75,000.

NOW THEREFORE, The Board of Public Works hereby declares an emergency exists for said repairs and orders the Purchasing Department to issue an EMERGENCY PURCHASE ORDER.

APPROVED THIS 13th DAY OF August, 2008

BOARD OF PUBLIC WORKS

BY: _____
Regina A. Kostoff, Chair

BY: _____
Kumar Menon, Member

BY: _____
John Suarez, Member

ATTEST: _____
Marilyn Huth, Clerk

BARR ST 48" COMBINATION SEWER INVESTIGATION
RESOLUTION NO. 2136-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies, and equipment required to perform an investigation of a 48" combination sewer pipe and gate valve located at the 400 Block of Barr Street. The gate valve will also be possibly rehabilitated or a recommendation shall be completed on how to repair/replace the gate valve.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Barr Street 48" Combination Sewer Investigation.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is a NTE value of **$ 60,000.00**.

APPROVED THIS 13th DAY OF August, 2008.

BOARD OF PUBLIC WORKS

BY: Regina A. Kostoff
Regina A. Kostoff, Chair

BY:
Kumar Menon, Member

BY: John Suarez
John Suarez, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

EMERGENCY RESOLUTION NUMBER #95-8-13-08-1
1656 RICHARDSON STREET

WHEREAS, an existing 15" VCP combination sewer line has collapsed in the alley behind 1656 Richardson Street;

WHEREAS, said collapse could not reasonably be foreseen and requires immediate action, and;

WHEREAS, repair of the 15" combination sewer line is beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, Liberty Construction, All Star Construction, T&E Construction , Bercot Inc., and Scheidleman Excavating, were invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer repair and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIR.**

APPROVED this 13th day of August ,2008.

BOARD OF PUBLIC WORKS

By _____
Regina Kostoff, Chair

By _____
Kumar Mennon, Member

By _____
John Suarez, Member

ATTEST: _____
Marilyn Huth, Clerk

1656 RICHARDSON STREET
SANITARY SEWER EMERGENCY REPAIR SPECIFICATIONS

SCOPE OF WORK:

This emergency repair shall consist of the following bid:

ITEM NO. 1

Remove and replace the collapsed 20 LFT. (plus or minus) section of existing 15" VCP and 8 LFT of existing 15" VCP combination sewer line, including any service taps with new 15" PVC pipe. Repair and replace existing stone alley. The removal and replacement of any signs, if necessary. Soil conditions may be very poor. The sewer is 20 lft deep. This work may also include dewatering. This repair shall include any and/or all costs to complete all work necessary for, but not limited to, supervision, labor, equipment and materials necessary to excavate and remove materials from the jobsite, sheeting, trench stabilization, any required bypass pumping and/or trench dewatering, removal and replacement of any and all incoming pipes, proper backfilling and proper compaction, and all surface restoration necessary to restore the disturbed area to the existing condition or better. These repairs shall also include the costs, if required, to relocate temporarily and or permanently any and all utilities in the construction zone.

CONDITIONS OF WORK:

The contractor awarded the emergency repairs shall be required to provide and comply with the following items:

1. City of Fort Wayne Department of Water Resources, Development Criteria/Standards Manual
2. Payment Bond
3. Contractor shall be responsible for and shall be required to comply with all Local, State and Federal Regulations regarding safety procedures, O.S.H.A. requirements and in particular open construction trench protection and confined space entry.
4. Contractor shall be required and responsible for placing and maintaining temporary barricades.
5. Contractor needs to comply with all E.B.E. requirements through City of Fort Wayne Compliance Office.
6. Contractor shall be responsible for dealing with whatever ground condition exists at the time of construction.
7. Contractor shall be responsible to protect, replace, and or repair all existing utilities in the emergency repair site.
8. Contractor is to submit Monthly Report and Manpower Summary to the City Compliance Office, Room #420.
9. Contractor shall be required to obtain and adhere to any and all required permits, including a right of way cut permit and a street barricade permit.

The Contractor is responsible to determine if the temporary removal, relocation, support or bracing of existing items, such as street and traffic signs, power poles, posts, fences, rock gardens, light posts, shrubs, bushes, guard rail, etc., is necessary. Should temporary removal or relocation be necessary, the Contractor shall be responsible to replace or reinstall said items at their original location or at locations designated by the property owners and the Contractor shall restore them to their original or better condition, at no extra cost.

1656 RICHARDSON STREET
SANITARY SEWER EMERGENCY REPAIRS

BASE BID:

ITEM NO. 1 All costs to complete all work to remove and replace the collapsed 28 lft. section of existing 15" VCP combination sewer line.
Remove and replace all connected pipes and laterals.

LUMP SUM **$**_____

ALT. ITEM. 1: All cost to complete all work to remove and replace 6+/- LFT. Of 15" VCP combination sewer, to be replaced with 15" VCP and all restoration.

LUMP SUM **$**_____

The emergency repair work shall begin within 1 (one) day from date of obtaining an emergency repair order.

Proposal submitted this _____day of _____, 2008.

FROM_____
Contractor

BY_____

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: August 18, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utilities' vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$ 33,244.00.** These payments will be made with the 2006 Waterworks State Revolving Fund loan. These expenses are for the 3RFP West Reservoir Design Improvements and the St. Joe Dam Pump Station Electrical Project.

Draw #140	HNTB Corp.	$ 11,886.00
Draw #141	Donohue & Assoc.	21,358.00
	Total SRF Payments	$ 33,244.00

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

August 20, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: August 13, 2008

RE: 2007 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $8,831.75 to be paid from the proceeds of the 2007 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #25

Tessco	225.36
MES-Indiana	6,858.39
MobileTEK Consulting, LLC	1,748.00
Total for Payment Requests	**$ 8,831.75**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

August 20, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: August 13, 2008

RE: 2008 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $100,081.35 to be paid from the proceeds of the 2008 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #10

Dimension Ford North	74,055.75
Asphalt Equipment	25,030.60
WA Jones Truck Bodies & Equipment	995.00
Total for Payment Requests	**$ 100,081.35**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

August 20, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: August 14, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utilities' vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$179,105.00.** These payments will be made with the 2006 Waterworks State Revolving Fund loan. These expenses are for the 3RFP Filter Valve Replacement Project.

Draw #139	Weigand Construction & Star Financial Bank	$ 170,150.00

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

August 20, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: August 12, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utilities' vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments for the amount of **$1,227,914.00.** These payments will be made with the 2006 Waterworks State Revolving Fund loan. These expenses are for the 3RFP North Pump Building, the St. Joe Dam Pump Station Electrical Project, the Filter Valve Replacement Project and the Lake Ave. Water Main Improvements.

Draw #134, #135 & #137	CH2M Hill	$ 26,990.00
Draw #136	Weigand Construction	1,189,444.00
Draw #138	Bonar Group	11,480.00
	Total SRF Payments	**$1,227,914.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

August 20, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: August 12, 2008

RE: SRF (STATE REVOLVING FUNDS) – **2005 Sewer Works**

Please include the following sewer SRF payment with the City Utilities vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payment in the amount of **$28,704.00.** This payment will be made using the 2005 sewer State Revolving Funds. This expense is for the WPCP Primary Clarifiers project - W.O. 74742.

Draw #191	CH2M Hill	$ 28,704.00

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

August 20, 2008
Date

PURCHASE AGREEMENT
2028 Melbourne Court

The Fort Wayne Board of Stormwater Management:

Approves the Purchase Agreement between the City of Fort Wayne and Ken W. Hallgren for the property located at 2028 Melbourne Court.

APPROVED THIS 20 DAY OF August, 2008

BOARD OF STORMWATER MANAGEMENT

BY: _____
Robert P. Kennedy, Chairman

BY: _____
John Suarez, Member

BY: _____
Matthew A. Wirtz, Member

ATTEST BY:

_____
Marilyn Huth, Clerk

Listing Broker (Co.) N/A ( ) By ( )
office code individual code

Selling Broker (Co.) N/A ( ) By ( )
office code individual code

PURCHASE AGREEMENT
(IMPROVED PROPERTY)

Date: 2-13-08

1. **BUYER:** City of Fort Wayne ("Buyer") agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms, provisions, and conditions:

2. **PROPERTY:** The property ("Property") is known as 2028 Melbourne Court in Wayne Township, Allen County, Fort Wayne, Indiana, 46804 (zip code) legally described as: Lot 18 Westmoor Ext Add

together with any existing permanent improvements and fixtures attached **(unless leased)**, such as, but not limited to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen equipment, sump pump, water softener, water purifier, gas grills, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with control(s) AND THE FOLLOWING:

The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room dimensions or community amenities if material.

3. **PRICE:** Buyer will pay the total purchase price of $ 82,000.00 for the Property. If Buyer obtains an appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price.

4. **EARNEST MONEY:** Buyer submits $ Ø as earnest money which shall be applied to the purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2) banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this Agreement. If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement. Earnest money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 1-1-23 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding the earnest money may release the earnest money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of earnest money in accordance with this Agreement and licensing regulations.

5. **METHOD OF PAYMENT: (Check appropriate paragraph letter)**

☒ **A. CASH:** The entire purchase price shall be paid in cash and no financing is required.

☐ **B. NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a

☐ **Conventional** ☐ **Insured Conventional** ☐ **FHA** ☐ **VA** ☐ **Other:** _____ first mortgage loan for _____ % of purchase price, payable in not less than _____ years, with an original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer shall pay all costs of obtaining financing, except _____

CLOSING FEE, SURVEY AND TITLE INSURANCE COSTS ARE NOT INCLUDED ABOVE. Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, mortgage insurer, or closing agent, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.

☐ C. **ASSUMPTION:** (Attach Financing Addendum)

☐ D. **CONDITIONAL SALES CONTRACT:** (Attach Financing Addendum)

☐ E. **OTHER METHOD OF PAYMENT:** (Attach Financing Addendum)

6. **TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary** to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within _____ days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. No more than _____ days after acceptance of the Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an extension of time for this purpose is mutually agreed to in writing.

7. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before _____, or within 15 days after Terms on Section 22 are met, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. The closing fee shall be paid by ☒ **BUYER** ☐ SELLER ☐ **shared equally.**

8. **POSSESSION:**

A. The possession of the Property shall be delivered to Buyer ☐ **at closing** ☒ **within** 30 **days after closing** or ☐ **on or before** _____ **if closed.** For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing $ _____ per day. If Seller does not deliver possession by the date required in the first sentence of this paragraph, Seller shall pay Buyer $_____ per day as **liquidated damages** until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.

B. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and personal property not included in the sale.

C. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either **(a) terminate this Agreement or (b) elect to close the transaction,** in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.

D. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the day of possession.

9. **SURVEY:** Buyer shall receive a **(check ONE)** ☐ SURVEYOR LOCATION REPORT, which is a survey where corner markers are not set; ☐ BOUNDARY SURVEY, which is a survey where corner markers of the Property are set prior to closing; ☒ WAIVED, no survey required; at **(Check ONE)** ☐ BUYER'S expense; ☐ SELLER'S expense. The survey shall (1) be received prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements, and (4) show the flood zone designation of the Property.

10. **FLOOD AREA/OTHER:** Buyer ☐ **may** ☒ **may not** terminate this Agreement if the Property requires flood insurance or Buyer ☐ **may** ☐ **may not** terminate this Agreement if the Property is subject to building or use limitations by reason of the location.

11. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written commitment for homeowner's insurance within 0 days after acceptance of this Agreement.

12. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker, Selling Broker and all salespersons associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children and/or the elderly.

Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the Property at harmful levels is through inspections.

Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental Contaminants and release and hold harmless all Brokers, their companies and sales associates from any and all liability, including attorney's fees and costs, arising out of or related to any Inspection, Inspection result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This release shall survive the closing.

13. INSPECTIONS: (Check paragraph letter A or B)

☐ **A. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED** (including Lead-Based Paint) independent of and in addition to any inspections required by FHA, VA, or Buyer's lender(s). All inspections are to be at Buyer's expense (unless noted otherwise or required by lender) by licensed inspectors or qualified contractors selected by Buyer within the following time periods. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections.

INSPECTION/RESPONSE PERIOD: Buyer shall order all INDEPENDENT INSPECTIONS immediately after acceptance of the Purchase Agreement. Buyer shall have _____ days **beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").**

Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood-eating insects and organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon (tested at lowest livable area either currently finished or unfinished), mold and other biological contaminants and/or the following:

_____

_____

_____

If the initial inspection report reveals the presence of lead-based paint, radon or mold and other biological contaminants, then Buyer shall have _____ additional days to order, receive and respond in writing to any additional reports.

If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If the Buyer reasonably believes that the Inspection Report reveals a **MAJOR DEFECT** with the Property and the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the transaction shall proceed toward closing. Under Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the Property, that would significantly impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT. ALL TIME PERIODS APPLICABLE TO INSPECTION RESPONSES SHALL BE REASONABLE.

☒ **B. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH INSPECTIONS AS A CONDITION OF THE AGREEMENT. However, Buyer waives inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.**

Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which ☐ will ☐ will not be provided at a cost of $_____ charged to ☐ **Buyer** ☐ **Seller.** Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from the home warranty provider and/or a member benefit.

14. SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE: (check one)

☐ Buyer acknowledges receipt and execution of a Seller's Residential Real Estate Sales Disclosure Form.
☒ Buyer has not received an executed Seller's Residential Real Estate Disclosure Form.
☐ Seller's Residential Real Estate Sales Disclosure Form is not applicable to this transaction.

15. TITLE APPROVAL: Prior to closing, Buyer shall be furnished ☐ **an ALTA 98 Title Insurance Commitment (if available) or** ☐ **an ALTA 92 Title Insurance Commitment in the amount of purchase price (if available) or** ☒ **an ALTA 2006 Title Insurance Commitment or** ☐ **an abstract of title continued to date** showing marketable

2028 Melbourne Ct
(Property Address)

title to the Property in Seller's name. The cost shall be paid by ☒ Buyer ☐ Seller ☐ shared equally ☐ Seller to pay owner's policy and Buyer to pay mortgage policy ☐ Other _____. Any encumbrances or defects in title must be removed and Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions and easements of record which will not materially interfere with Buyer's intended use of the Property. Seller shall order the commitment ☐ immediately ☐ after mortgage approval ☐ other: _____. Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendors affidavit), so that marketable title can be conveyed. A title company, at Buyer's request, can provide information about availability, desirability, coverage, and cost of various title insurance coverages, gap and other endorsements.

16. TAXES: (Check paragraph A, B or C)

☐ **A.** Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on _____, _____, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.

☒ **B.** All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller, and all taxes assessed for the current calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the Closing Date.

For purposes of paragraph A and B: If the tax rate and/or assessment for taxes assessed in the current year have not been determined at the closing of the transaction, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of such proration and credit for due but unpaid taxes, and this shall be a final settlement. **WARNING: Buyer is responsible for confirming the status of all tax exemptions and/or credits.**

☐ **C. FOR RECENT CONSTRUCTION ONLY.** If the tax rate and/or assessment for taxes is not available, Seller will give a tax credit of $ _____ to Buyer at closing. If the tax rate and/or assessment for taxes is available prior to the Closing Date, then paragraph B shall apply.

WARNING: The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly exceed the last tax bill available to the closing agent.

17. PRORATIONS AND SPECIAL ASSESSMENTS: Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to the Closing Date. Seller shall pay any special assessments applicable to the Property for municipal improvements previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements completed after the date of this Agreement.

18. TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in writing to a different date and/or time.

Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and delivery of such offer/counter offer.

19. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION: Documents for a **mandatory** membership association shall be delivered by the Seller to Buyer within 0 days after acceptance of this Agreement. If the Buyer does not make a written response to the documents within 0 days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within 0 days after Buyer's approval of the documents.

Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the Property.

20. ATTORNEY'S FEES: Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

21. MISCELLANEOUS:

A. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/assessments, or any other items shall be computed through the date of closing.

B. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.

C. The Indiana Sheriff's Sex Offender Registry (www.Indianasheriffs.org) exists to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.

D. Conveyance of this Property shall be by general Warranty Deed, or by _____, subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.

E. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not subject to the Foreign Investment in Real Property Tax Act.

F. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.

G. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.

H. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

I. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.

J. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.

K. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s).

L. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a Multiple Listing Service, Internet or other advertising media, if any, to publish information regarding this transaction.

M. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.

N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.

O. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # IB 59000410.

P. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

22. FURTHER CONDITIONS (List and attach any addenda): Buyer obtaing approval of City of Fort Wayne Board of Public Works and City of Fort Wayne Common Council; Seller may remove windows, doors and other components in home; Said removal date and time must be approved by the City of Fort Wayne; Seller shall sign an Indemnification Agreement at closing holding the City of Fort Wayne harmless for any and all claims against the property for the 30 days Seller remains in home after closing

2028 Melbourne Ct
(Property Address)

23. **EXPIRATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by 5:00 ☐ A.M. ☒ P.M. ☐ Noon, the 20 day of August 2008, this Purchase Agreement shall be null and void and all parties shall be relieved of any and all liability or obligations.

24. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.

25. **ACKNOWLEDGEMENTS:** Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

City of Fort Wayne Daniel A. Brenner	8-13-08		
BUYER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
Daniel A. Brenner			
PRINTED		PRINTED	

(Check appropriate paragraph letter)

☒ **A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this 13 day of August, at 10:53 ☒ A.M. ☐ P.M. ☐ Noon.**

☐ **B. The above offer is Rejected.**

☐ **C. The above offer is Countered. Seller should sign both the Purchase Agreement and the Counter Offer.**

Ken W. Hallgren	Aug 13'08		
SELLER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
Ken W. Hallgren			
PRINTED		PRINTED	

Approved by and restricted to use by members of the Indiana Association of REALTORS®, Inc.
This is a legally binding contract, if not understood seek legal advice. **Form #02.** Copyright IAR 2006

UPDATED MAY 2007

2028 Melbourne Ct
(Property Address)

BID FORM FOR SALE OF
(2400 PERTH STREET)

To: Fort Wayne Board of Public Works
One East Main Street
Room 420 City-County Building
Fort Wayne, Indiana 46802

The undersigned hereby offers to purchase for the sum of $ 600.00 in accordance with the Paragraphs below, the real estate (vacant lots) located in the 2400 block of Perth Street, the legal description of which is except the west 67 feet of Lots 61, 62 and 63 Abbotts Addition to E Wayne, Wayne Township, Allen County, Indiana.

1) PURCHASE PRICE
The entire purchase price shall be paid in cash, cashiers check or money order.

2) In submitting his/her bid, bidder represents that this bid is genuine and not made in interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation: bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid: bidder has not solicited or induced any person, firm, or corporation to refrain from bidding: and bidder has not sought collusion to obtain for himself/herself any advantage over any other bidder or over owner.

3) The Real Estate, its improvements, fixtures and utility systems, and any personal property included in this sale are being sold in "AS IS" condition, without warranty of any kind from Seller, either express or implied.

IN WITNESS WHEREOF, the undersigned has subscribed his/her name this 8-22 **day of** Aug **, 2008.**

Lonnie Grosbon
Signature

Lonnie Grosbon
Printed Name

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: August 20, 2008

RE: 2000 Fort Wayne Municipal Building Corp - Fire Station #15

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $1,500.00 to be paid from the proceeds of the 2000 FWMBC - Fire Station #15 which are held in an escrow at Wells Fargo Corporate Trust Services.

Wells Fargo Bank, N.A.	1,500.00
Total for Payment Request	**$ 1,500.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

August 27, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: August 27, 2008

RE: 2008 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $2,496.00 to be paid from the proceeds of the 2008 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #11

H&H Equipment	2,496.00
Total for Payment Requests	**$ 2,496.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

August 27, 2008
Date

IMPROVEMENT RESOLUTION NO. 7204-08

COLDWATER AT SPRINGBROOK PEDESTRIAN CROSSING
WORK ORDER NO. 12079

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: The pedestrian crossing on Coldwater Road at Springbrook Drive to improve safety by moving the existing crosswalk to the south so that a median refuge area is created on the concrete median with ADA ramps, additional sidewalk, new signs and new pavement markings.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 27th day of August, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: COLDWATER ROAD @ SPRINGBROOK PEDESTRIAN CROSSING
DATE: 8/22/2008
BID DATE:

RES. NO.: 7204-08
W.O. NO.: 12079

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	REMOVAL OF CONCRETE	76.25	SY	$6.00	$457.50
2.	CONCRETE SIDEWALK (4")	97	SY	$29.00	$2,813.00
3.	CONCRETE ADA CURBRAMP	42	SY	$36.00	$1,512.00
4.	COMMON EXCAVATION	28	CY	$16.00	$448.00
5.	CONCRETE CURBFACE WALK	34	SY	$32.00	$1,088.00
6.	CURB REMOVAL	142	LF	$4.50	$639.00
7.	12" CORRUGATED METAL PIPE WITH END SECTIONS (INSTALLED)	15	LF	$20.00	$300.00
8.	LINEAR GRADING FOR RESHAPING SWALE	240	LF	$2.00	$480.00
9.	"SAFE HIT" (OR APPROVED EQUAL) DELINEATOR - SURFACE MOUNT WITH BUDYL PADS WITH BLACK AND YELLOW REFLECTIVE TAPE (INSTALLED)	6	EA	$160.00	$960.00
10.	BED COURSE	38	TON	$12.50	$475.00
11	TOPSOIL	16.5	TON	$13.00	$214.50
12	HYDROSEEDING, WITH TACK ADDITIVE, FOR EROSION CONTROL (ADDITIVE TO BE "HYDROSTIK" OR APPROVED EQUAL)	444	SY	$2.00	$888.00
13	INLET PROTECTION DEVISES FOR STORMWATER & EROSION CONTROL	2	EA	$50.00	$100.00
14	MAINTENANCE OF TRAFFIC (INCLUDES ALL SIGNS, ARROW BOARDS, BARRRICADES AND PLASTIC DRUMS)	1	LS	$2,000.00	$2,000.00
15	MOBILIZATION AND DE-MOBILIZATION	1	LS	$1,500.00	$1,500.00

SUB-TOTAL:	$13,875.00
E&I @25%	$3,468.75
TOTAL:	$17,343.75

IMPROVEMENT RESOLUTION NO. 7201-08

MISCELLANEOUS CONSTRUCTION PACKAGE A-2008
WORK ORDER NO. 12068

CEDIT NEIGHBORHOOD/REVOLVING BARRETT LAW

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve: Districts 1 thru 3 Misc. Concrete Repair/Sidewalk, Drive Approaches & Mulch Seed Restoration at 1516 River Run Court, 1922 Oakland Street, 918 Applewood Road, 5305 Stony Run Lane, Lot 124, Sec 2, 6614 Monarch Drive and other various locations.

All in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost for SIDEWALKS AND DRIVE APPROACHES shall be assessed 60% on the real estate abutting on said improvements and 40% upon the City of Fort Wayne, Indiana, if the said City is benefited by said improvement and the cost for hydroseeding with polymer restoration shall be assessed 100% on the City, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, and provisions of all Acts amendatory thereto and supplemental thereof.

Assessments if deferred are to be paid in ten equal installments with interest at the rate of five (5%) percent per annum as set by the Board of Public Works and shall be financed under Revolving Barrett Law as provided for in the above-entitled acts.

All proceedings and any work done on said improvements, assessment of property, collection of assessments and issuance of Bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

Adopted this 27th day of August, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Misc. Construction PKG A 2008

RES. NO.: 7201-08

DATE: 7/15/08

W.O. NO.: 12068

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete / Includes Sidewalk, Curbface & Residential Drives	205	SY	7.00	1435.00
2.	Concrete Curbface Walk **7 BAG MIX WITH PLASTICIZER**	40	SY	42.00	1680.00
3.	Concrete Sidewalk (4")	125	SY	26.00	3250.00
4.	Concrete Pavement For Residential Drives (6")	45	SY	30.00	1350.00
5.	Bed Coarse Material	30	TON	15.00	450.00
6.	Top Soil	20	TON	15.00	300.00
7.	Hydroseeding with Polymer (Erosion Control)	60	SY	4.00	240.00
8.	Mobilization and Demobilization	1	LS	1305.75	1305.75
9.	Maintenance of Traffic	1	LS	1044.60	1044.60

SUB-TOTAL:	11055.35
E&I @25%	2763.84
TOTAL:	**$13,819.19**

IMPROVEMENT RESOLUTION NO. 7163-08

CLINTON ST. @ COLISEUM BLVD. TURN LANE
WORK ORDER NO. 12028

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Clinton St. by constructing a concrete turn lane for West bound Coliseum Blvd. ditch construction, traffic loops, & restoration…

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 27th day of August, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: CLINTON & COLISEUM TURN LANE
DATE: 8/20/2008
BID DATE:

RES. NO.: 7163-08
W.O. NO.: 12028

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	MOBILIZATION & DEMOBILIZATION	1	LS	1,600.00	1,600.00
2.	MAINTENANCE OF TRAFFIC	1	LS	1,600.00	1,600.00
3.	REMOVAL OF CURB	30	LFT	5.00	150.00
4.	REMOVAL OF CONCRETE PAVEMENT	116	SYS	8.00	928.00
5.	COMMON EXCAVATION	110	CY	22.00	2,420.00
6.	TYPE O COMPACTED AGGREGATE FOR BASE, NO 53	185	TON	16.00	2,960.00
7.	CEMENT CONCRETE PAVEMENT, PLAIN, (9") (INCLUDING J BOLTS)	582	SYS	30.00	17,460.00
8.	FLASHING ARROW SIGN	21	DAYS	25.00	525.00
9	Hydroseeding, with Tack Additive, for Erosion and Sediment Control (Additive to be FINN Additve Sytem "E-Tack" or "Hydrostik" or approved equal)	710	SY	2.00	1,420.00
10	CONCRETE CURB, TYPE II-A	30	LFT	8.00	240.00
11	TOP SOIL	25	TON	15.00	375.00
12	TYPE III BARRICADE	2	EA	100.00	200.00
13	TYPE III BARRICADE WITH SIGN	2	EA	125.00	250.00
14	CONSTRUCTION SIGNS, TYPE A	3	EA	70.00	210.00
15	LINEAR GRADING	4	STA	250.00	1,000.00
	TRAFFIC ITEMS				
16	Disconnect existing 2c/16 shielded and remove from 2' conduit Reinstall 2c/16 shielded and reconnect	1	EA	200.00	200.00
17	Intercept Existing 2" Conduit	1	EA	300.00	300.00
18	SIGNAL CABLE, ROADWAY LOOP, 1C / 14 GA. (if ordered)	410	LFT	0.60	246.00
19	Detector Housing	1	EA	650.00	650.00
20	SAW CUT FOR ROADWAY LOOP AND SEALER	120	LFT	12.00	1,440.00
21	2" Steel Conduit	20	LFT	20.00	400.00
22	Adjust Handhole, Signal to Grade	1	EA	125.00	125.00
23	Borrow	75	CY	10.00	750.00
24	Line, Paint, Solid Edge Line, White 4 "	430	LFT	0.60	258.00
25	Line, Paint, Solid, White 4"	330	LFT	0.60	198.00
26	PAVEMENT MARKING, "ONLY", WHITE, PAINT	3	EA	120.00	360.00
27	Line, Paint, Solid White, 24".(Stop Bar)	12	LFT	5.00	60.00
28	PAVEMENT MARKING, "RIGHT ARROW",WHITE, PAINT	3	EA	100.00	300.00

SUB-TOTAL:	36,625.00
E&I @25%	9,156.25
TOTAL:	$ 45,781.25

THREE RIVERS FILTRATION PLANT
CARBON SLURRY TANK REPAIRS
RESOLUTION NO. 2133-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the repairs and improvements to the carbon slurry tank at the Three Rivers Filtration Plant (TRFP). This work includes repairs to the concrete walls and roof of the west tank and replacement of the carbon slurry mixing system and upgrading carbon loading exhaust system.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "THREE RIVERS FILTRATION PLANT – CARBON SLURRY TANK REPAIRS."

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not be acquiring any property with this project.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $620,000.

Declares this project will not change fees currently paid by property owners in the area.

APPROVED THIS 3rd DAY OF September, 2008.

BOARD OF PUBLIC WORKS

BY: _____
Regina A. Kostoff, Chair

BY: _____
Kumar Menon, Member

BY: _____
John Suarez, Member

ATTEST: _____
Marilyn Huth, Clerk

General CIPP 2008 Package #2
RESOLUTION NO. 2088-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

23,000 LF of small diameter sanitary sewer will be rehabilitated by means of cured in-place pipe (CIPP) with a possibility of rehabilitating an additional 3,250 LF of small diameter sewer.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, General CIPP 2008 Package #2.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Bond and Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $1,058,370.00.

APPROVED THIS 3rd DAY OF September, 2008.

BOARD OF PUBLIC WORKS

BY: _____
Regina A. Kostoff, Chair

BY: _____
John Suarez, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Marilyn Huth, Clerk

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: August 26, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utilities' vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$166,088.00.** These payments will be made with the 2006 Waterworks State Revolving Fund loan. These expenses are for the Hobson Road Water Main Replacement, the 3RFP North Pump & Electrical Buildings, the 3RFP Filter Valve Project and the Lime Sludge Pumping Ph II Project.

Draw #142	All Star Construction & Lake City Bank	$135,359.00
Draw #143	Donohue & Assoc.	8,606.00
Draw #144 & #145	CH2M Hill	13,852.00
Draw #146	Black & Veatch Corp.	8,271.00
	Total SRF Payments	$166,088.00

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

September 3, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: August 28, 2008

RE: SRF (STATE REVOLVING FUNDS) – **2005 Sewer Works**

Please include the following sewer SRF payments with the City Utilities vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$ 457,003.00.** These payments will be made using the 2005 sewer State Revolving Funds. These expenses are for the WPCP Dechlorination Facilities Project and the WPCP Primary Clarifiers project - W.O. 75003 and W.O. 74742.

Draw #192	CH2M Hill	$ 3,040.00
Draw #193	Donohue & Assoc.	64,311.00
Draw #194	Barton Malow Co.	389,652.00
	Total project costs	**$457,003.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

September 3 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: August 28, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utilities' vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$1,346,079.00.** These payments will be made with the 2006 Waterworks State Revolving Fund loan. These expenses are for the 3RFP North Pump & Electrical Buildings.

Draw #147	Hagerman Construction & Tower Bank	$1,346,079

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

September 3, 2008
Date

A RESOLUTION approving the sale of
real estate owned by the City of
Fort Wayne.

Resolution # 95-9-10-08-1

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located West of 604 Lillian Ave. more particularly described as:

WEST 50FT LOT 464 IN PFEIFFER PLACE SEC ADD

WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for this property, and that future use by the City is unlikely.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 10th day of September, 2008.

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST BY:

Marilyn Huth, Clerk

604 Lillian Ave. (W of)

****** REAL PROPERTY MASTER FILE CHANGE 2007 PAY 2008 ******
KEY NUMBER: 02-07-35-151-053.000-074 / 92-3650-5589

OWNER NAME/ADDRESS
FORT WAYNE CITY OF

1 E MAIN ST
FORT WAYNE, IN 46802 1804
LEGAL DESCRIPTION
WEST 50FT LOT 464 IN
PFEIFFER PLACE SEC ADD

TAX CODE = 5
PROP ADD HOUSE #: 00604 DIR:
STREET : LILLIAN AV (W OF)
ZIP CODE: 46808
DEED: REF#: 0D5692 TRNDAT: 10231970
ACTIVITY DATES: 03292007 09142005
R LAND: 000000000 HOMESTEAD YR = 0000
NR LAND: 000000000 HOME FLAG: N - 00000
TL LAND: 000000000 ACRES: 0.00
R IMPV: 000000000 USE CODE: 640
NR IMPV: 000000000
TL IMPV: 000000000

DRAIN INFORMATION

NUMBER	ACRES	AMOUNT
01 0000000	0.00	0.00
02 0000000	0.00	0.00
03 0000000	0.00	0.00
04 0000000	0.00	0.00
05 0000000	0.00	0.00
06 0000000	0.00	0.00
07 0000000	0.00	0.00
08 0000000	0.00	0.00

XMPT CTL# BK# PG1 PG2
000000000 00000 0 0 0
000000000 0
000000000 RECONSTRUCTION INFO
000000000 00000000 0.00
00000000 0.00

Legend

Closed Intersections

Closed Roads
Address Points
Sections
County
Interstate
Municipal
Private
State
US Highway

Parcel Line

Alpha Tag

Claim Line
County Line
Geog Twp Line
Lot Line
Misc Line
Page Match Line
Parcel Line
Pol Corp Line
Pol Twp Line
Railroad Centerline
Railroad ROW
Road Centerline
Road ROW
Section Line
State Line
Sub Line 100
Sub Line 400
Unknown Linear
Water Line
Parcels
Subdivisions

Allen County, Indiana

©2004 Board of Commissioners of the County of Allen

North American Datum 1983
State Plane Coordinate System, Indiana East
Photos: Spring 2003 / Contours:1999

Although strict accuracy standards have been employed in the comp of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any a liability resulting from any error or omission in this map.

N W E S

0 70 140 Feet

A RESOLUTION approving the sale of
real estate owned by the City of
Fort Wayne.

Resolution # 95-9-10-08-1

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located West of 604 Lillian Ave. more particularly described as:

WEST 50FT LOT 464 IN PFEIFFER PLACE SEC ADD

WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for this property, and that future use by the City is unlikely.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 10th day of September, 2008.

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST BY:

Marilyn Huth, Clerk

604 Lillian Ave. (W of)

****** REAL PROPERTY MASTER FILE CHANGE 2007 PAY 2008 ******
KEY NUMBER: 02-07-35-151-053.000-074 / 92-3650-5589

OWNER NAME/ADDRESS
FORT WAYNE CITY OF

1 E MAIN ST
FORT WAYNE, IN 46802 1804
LEGAL DESCRIPTION
WEST 50FT LOT 464 IN
PFEIFFER PLACE SEC ADD

TAX CODE = 5
PROP ADD HOUSE #: 00604 DIR:
STREET : LILLIAN AV (W OF)
ZIP CODE: 46808
DEED: REF#: 0D5692 TRNDAT: 10231970
ACTIVITY DATES: 03292007 09142005
R LAND: 000000000 HOMESTEAD YR = 0000
NR LAND: 000000000 HOME FLAG: N - 00000
TL LAND: 000000000 ACRES: 0.00
R IMPV: 000000000 USE CODE: 640
NR IMPV: 000000000
TL IMPV: 000000000

DRAIN INFORMATION

NUMBER	ACRES	AMOUNT
01 0000000	0.00	0.00
02 0000000	0.00	0.00
03 0000000	0.00	0.00
04 0000000	0.00	0.00
05 0000000	0.00	0.00
06 0000000	0.00	0.00
07 0000000	0.00	0.00
08 0000000	0.00	0.00

XMPT CTL# BK# PG1 PG2
000000000 00000 0 0 0
000000000 0
000000000 RECONSTRUCTION INFO
000000000 00000000 0.00
00000000 0.00

Legend

- Closed Intersections
- Closed Roads
- Address Points
- Sections
- County
- Interstate
- Municipal
- Private
- State
- US Highway

Parcel Line

Alpha Tag

- Claim Line
- County Line
- Geog Twp Line
- Lot Line
- Misc Line
- Page Match Line
- Parcel Line
- Pol Corp Line
- Pol Twp Line
- Railroad Centerline
- Railroad ROW
- Road Centerline
- Road ROW
- Section Line
- State Line
- Sub Line 100
- Sub Line 400
- Unknown Linear
- Water Line
- Parcels
- Subdivisions

Allen County, Indiana

©2004 Board of Commissioners of the County of Allen

North American Datum 1983

State Plane Coordinate System, Indiana East

Photos: Spring 2003 / Contours:1999

Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.

N W E S

0 70 140 Feet

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: September 16, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utilities' vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$ 158,079.00.** These payments will be made with the 2006 Waterworks State Revolving Fund loan. These expenses are for the 3RFP North Pump & Electrical Buildings, the St. Joe Dam Pump Station, the 3RFP Filter Valve Project and the Lake Ave. Water Main Improvement.

Draw #148	City Utilities – City of Ft. Wayne	$ 96,713
Draw #149	Donohue & Assoc.	6,822
Draw #150	HNTB Corp.	11,583
Draw #151	Indiana Michigan Power Co.	13,330
Draw #152 & #153	CH2M Hill	24,387
Draw #154	Bonar Group	5,244
	Total Payments	**$ 158,079**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

September 24 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: September 17, 2008

RE: 2006 Fort Wayne Municipal Building Corp - Public Safety Academy

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $49,992.31 to be paid from the proceeds of the 2006 FWMBC - Public Safety Academy which are held in an escrow at U.S. Bank Corporate Trust Services/LaSalle Bank.

Hagerman	49,992.31
Total for Request #40	**$ 49,992.31**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

September 24, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: September 24, 2008

RE: 2007 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $5,302.50 to be paid from the proceeds of the 2007 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #26

Gasoline Equipment Contractors	5,302.50
Total for Payment Requests	**$ 5,302.50**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

September 24 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: September 25, 2008

RE: SRF (STATE REVOLVING FUNDS) – **2005 Sewer Works**

Please include the following sewer SRF payment with the City Utilities vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payment in the amount of **$ 41,672.00.** This payment will be made using the 2005 sewer State Revolving Funds. This expense is for the WPCP Primary Clarifiers project - W.O. 74742.

Draw #195	Donohue & Assoc.	41,672.00

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

October 1, 2008
Date

IMPROVEMENT RESOLUTION NO. 7206-08

ARTERIAL EMERGENCY REPAIRS - 2008
WORK ORDER NO. 12086

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Cook Road 150' west of Lewis Road by reconstruction of damaged concrete street pavement and Washington Center Road 230' west of Clinton Street by reconstruction of concrete median with new detector housing and traffic loops.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 1st day of October, 2008

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Arterial Emergency Repairs-2008
(Cook Road 150' west of Lewis Road, Washington Center Road 230' west of Clinton St.)

RES. NO.: 7206-08
W.O. NO.: 12086

DATE: 9/18/2008
BID DATE: 10/15/2008

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Removal of Pavement	87	SY	$18.00	$1,566.00
2	Removal of Concrete Center Curb (4' Wide)	20	LF	$10.00	$200.00
3	Concrete Center Curb Type D (4' Wide)	20	LF	$40.00	$800.00
4	1" Expansion Joint With Load Transfer	26	LF	$9.00	$234.00
5	Cement Concrete Pavement, Plain, 9"(9 Bag W/ Mix 1% or 2% Calcium If Needed) (Includes Bar)	87	SY	$55.00	$4,785.00
6	Type "O" Compacted Aggregate for Base, No. 53	25	TON	$20.00	$500.00
7	Castings, Adjusted to Grade (Handhole)	1	EA	$175.00	$175.00
8	Standard Barricade, Type III-B	7	EA	$100.00	$700.00
9	Standard Barricade, Type III-B with Warning Light	7	EA	$150.00	$1,050.00
10	Construction Signs, Type A with Warning Light	18	EA	$80.00	$1,440.00
11	Construction Signs, Type B	14	EA	$70.00	$980.00
12	Flashing Arrow, Sign	10	DAYS	$25.00	$250.00
13	Maintenance of Traffic	1	LS	$735.00	$735.00
14	Mobilization and Demobilization	1	LS	$900.00	$900.00
15	Detector Housing	2	EA	$1,200.00	$2,400.00
16	Saw Slot & Sealer	200	LF	$12.00	$2,400.00
17	1C/14 Loop Cable	560	LF	$1.00	$560.00

SUB-TOTAL:	$19,675.00
E&I @25%	$4,918.75
TOTAL:	**$24,593.75**

Kirkwood Park Partial Sewer Separation
RESOLUTION NO. 2095-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the construction of approximately 2,600 LF of storm sewer and 545 LF of sanitary sewer pipe with all appurtenant manholes, inlets and drainage outfall structures, associated with the partial sewer separation in the vicinity of Kirkwood Park.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Kirkwood Park Partial Sewer Separation.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is **$850,000**.

APPROVED THIS 1ST DAY OF October, 2008.

BOARD OF PUBLIC WORKS

BY: _____
Regina A. Kostoff, Chair

BY: _____
Kumar Menon, Member

BY: _____
John Suarez, Member

ATTEST: _____
Marilyn Huth, Clerk

STREET LIGHT RESOLUTION

NUMBER 321 - 08

CALIFORNIA AVENUE

STREET LIGHT IMPROVEMENT

The Board of Public Works of the City of Fort Wayne, Indiana, hereby deems it necessary to install an underground street light system at the following location: 1600 - 2200 blocks of CALIFORNIA AVENUE (from Vermont Avenue to East State Boulevard), in accordance with the plans and specifications on file in the office of the Board of Works of the city of Fort Wayne, Indiana, and such lighting is now ordered. This improvement is ordered pursuant to the applicable Indiana Statutes.

This project is funded with CEDIT and 2nd DISTRICT CEDIT Funds. All proceedings and any work done in the said lighting assessment of property and collections of assessments shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

BOARD OF PUBLIC WORKS

Regina A. Kostoff – Chair

John Suarez – Member

Kumar Menon -Member

ATTEST:

Marilyn Huth – Clerk

Dated this 1st day of October , 2008

IMPROVEMENT RESOLUTION NO. 7207-08

HOBSON ROAD REPAIR
WORK ORDER NO. 12080

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: PAVEMENT REPAIR/REMOVE AND REPLACE BETWEEN STATE STREET AND LAKE AVENUE.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 8th day of October, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Hobson Road Repair

RES. NO.: 7207-08

DATE: 10/3/08

W.O. NO.: 12080

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	EXCAVATION, COMMON **(UNDISTRIBUTED QUANTITY)**	520	CYS	20.00	10400.00
2.	SAWING / REMOVAL OF ASPHALT AND CONCRETE PAVEMENT	64	SY	20.00	1280.00
3.	REMOVAL OF CURB	80	LF	7.00	560.00
4.	CONCRETE CURB TYPE, II-B	80	LF	20.00	1600.00
5.	GEOGRID BX 1300	75	SY	9.00	675.00
6.	NO.1 or NO.2 LIMESTONE **(UNDISTRIBUTED QUANTITY)**	1040	TN	20.00	20800.00
7.	COMPACTED AGGREGATE, NO. 53	130	SY	20.00	2600.00
8.	(9") CEMENT CONCRETE SLEEPER SLAB 7 BAG MIX WITH PLASTICIZER **(UNDISTRIBUTED QUANTITY)**	125	SY	34.00	4250.00
9.	BITUMINOUS SURFACE, No. 11, HMA	8	TN	62.00	496.00
10.	BITUMINOUS BINDER, No. 5	25	TN	48.00	1200.00
11.	BITUMINOUS BINDER, No. 5D Base	25	TN	48.00	1200.00
12.	ADJUST CASTING TO GRADE	2	EA	250.00	500.00
13.	TOP SOIL	40	TN	20.00	800.00
14.	HYDROSEEDING WITH POLYMER (EROSION CONTROL)	20	SY	5.00	100.00
15.	**MAINTENANCE OF TRAFFIC / INCL. ALL TRAFFIC CONTROL DEVICES & SIGNAGE NEEDED. (SEE DIAGRAM)**	1	LS	6969.15	6969.15
16.	MOBILIZATION AND DEMOBILIZATION	1	LS	4646.10	4646.10

27' Wide X 40' Long X 13' Deep Area

SUB-TOTAL:	58076.25
E&I @16%	9292.20
TOTAL:	**$67,368.45**

IMPROVEMENT RESOLUTION NO. 7205-08

CURB AND WALK REPAIRS 2008
WORK ORDER NO. 12085

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: By Sidewalk reconstruction for #4214 Arlington Avenue, Curb and sidewalk reconstruction on Main Street in front of the Court House, Curb and drive approach reconstruction for #4810 Salem Lane, Construction of new ADA curb ramps at the intersection of Oakdale and Bluffton Road, and the reconstruction of the curb and drive approach on Lofty Lane for Craft Labs.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 8th day of October, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Curb and Walk Repairs 2008 RES. NO.: 7205-08

DATE:10/17/08 W.O. NO.: 12085

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Concrete	150	SY	7.00	1050.00
2.	Removal of Curb	131	LF	7.00	917.00
3.	Concrete Sidewalk (4")	27	SY	25.00	675.00
4.	Concrete Pavement for Residential Drive (6")	25	SY	28.00	700.00
5.	Concrete Pavement for Commercial Drive (8")	63	SY	30.00	1890.00
6.	Concrete Curb Type I-B	27	LF	20.00	540.00
7.	Concrete Curb Type II-A	14	LF	10.00	140.00
8.	Concrete Curb Type III	15	LF	15.00	225.00
9.	Concrete Wingwalk & Ramps (6")	35	SY	45.00	1575.00
10.	Bed Course Material	26	TN	15.00	390.00
11.	Top Soil	13	TN	18.00	234.00
12.	Hydroseeding with Hydrostik or equivalent for Erosion Control	48	SY	3.50	168.00
13.	Construction Sign, A	11	EA	80.00	880.00
14.	Flashing Arrow, Sign	3	DAY	100.00	300.00
15.	Maintenance of Traffic	1	LS	750.00	750.00
16.	Mobilization / Demobilization	1	LS	1250.00	1250.00
17.	Special Curb for Back of Walk	14	LF	10.00	140.00
18.	24" White Painted Line for Cross Walk	65	LF	14.00	910.00

SUB-TOTAL: 12734.00
E&I @25% 3183.50

TOTAL: $15,917.50

Revised: 02-13-04

IMPROVEMENT RESOLUTION NO. 2148-2008

FLOOD CONTROL PROGRAM: WOODHURST AREA/ RIVER GREENWAY PAVEMENT RESTORATION WORK ORDER NO. 83169

RESOLVED BY THE BOARD OF STORMWATER MANAGEMENT OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: The Woodhurst Area and River Greenway Trail damaged by the Flood Control Protection Project by grading, base reconstruction, resurfacing, mulched seed and other related pavement restoration work.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Stormwater Management of said City; and such improvement is now ordered.

It is hereby found by said Board of Stormwater Management that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 8th day of October, 2008.

BOARD OF STORMWATER MANAGEMENT

Robert P. Kennedy, Chairman

John Suarez, Member

Matthew A. Wirtz, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: October 8, 2008

RE: SRF (STATE REVOLVING FUNDS) – **2005 Sewer Works**

Please include the following sewer SRF payments with the City Utilities vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$ 401,248.00.** These payments will be made using the 2005 Sewer State Revolving Funds. These expenses are for the WPCP Primary Clarifiers Project - W.O. 74742.

Draw #196	Barton Malow Co.	$ 358,679.00
Draw #197	CH2M Hill	42,569.00
	Total payments	$ 401,248.00

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

October 15, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: October 8, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utilities' vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$1,757,467.00.** These payments will be made with the 2006 Waterworks State Revolving Fund Loan. These expenses are for the 3RFP North Pump & Electrical Buildings, the St. Joe Dam Pump Station, the 3RFP Filter Valve Project, the Lake Ave. Water Main Improvement and the Lime Sludge Pumping Ph II Project.

Draw #155 & #159	Weigand Construction & Star Financial Bank	$ 393,420
Draw #156	Black & Veatch Corp.	4,385
Draw #157	Bonar Group	2,016
Draw #158	Hagerman Construction	1,311,132
Draw #160	CH2M Hill	46,514
	Total Payments	$1,757,467

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

October 15, 2008
Date

IMPROVEMENT RESOLUTION NO. 7208-08

PENMOKEN DRIVE
WORK ORDER NO. 12087

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: CONCRETE PAVEMENT REPAIR, DRIVE APPROACH, SEED AND MULCH RESTORATION

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 15th day of October, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: PENMOKEN DRIVE RES. NO.: 7208-08

DATE: AUGUST 10, 2008 W.O. NO.: 12087

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Pavement	300	SY	6.25	1875.00
2.	Removal of Concrete	29	SY	6.00	174.00
3.	Cement Concrete Pavement, Plain (6") Rolled Curb Including inlet Control, #7 Bag With Calcium	300	SY	29.00	8700.00
4.	Concrete Pavement for Residential Drive (6") 2" Conduit Included, #7 Bag With Calcium	18	SY	28.00	504.00
5.	Concrete Sidewalk (4")	11	SY	28.00	308.00
6	Bed Course Material	9	TON	11.00	99.00
7.	Type "O" Compacted Aggregate for Base, No.53, Depth 4" Inches	100	TON	15.00	1500.00
8.	Common Excavation, For Poor Soils Only, Undistributed	30	TON	12.00	360.00
9.	Water Valves (Curb-Box) Adjusted to Grade Undistributed	1	EA	55.00	55.00
10.	Standard Barricade, Type III - B	4	EA	130.00	520.00
11.	Fertlize Tree	5	EA	50.00	250.00
12.	Underdrain, 6" Perforated Plastic, With End Cap, Group K Pipe (Incl. #8 Aggregate Backfill)	205	LF	12.00	2460.00
13.	Backfill Behind Curb (Borrow)	11	TON	6.00	66.00
14.	Hydro Seeding	80	SY	2.50	200.00
15.	Top Soil	10	TON	16.00	160.00
16	Casting, Type C, Furnished & Adjusted to Grade	2	EA	390.00	780.00
17	Construction Sign, "A" Road Closed Ahead	4	EA	80.00	320.00
18	Standard Barricade, Type III - "B" Warning Light Road Closed Sign	4	EA	125.00	500.00
19	Maintenance of Traffic	1	LS	1000.00	1000.00
20	Mobilization / Demobilization	1	LS	1000.00	1000.00

SUB-TOTAL: 20831.00
E&I @20% 4166.20

TOTAL: $24,997.20

Revised 02-13-04

IMPROVEMENT RESOLUTION NO. 7210-08

5th & 6th District curb and Walk Repairs
WORK ORDER NO. 12088
CEDIT NEIGHBORHOOD/REVOLVING BARRETT LAW

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: 7721 Gathings Dr. by reconstructing the curbs as needed, 7902 Newlin Dr. by reconstructing the curbs as needed, and 3539 N. Washington Rd. by reconstructing the curbs, sidewalks and drive approach as needed.
All in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost for Sidewalks, Curbs and Drive Approaches shall be assessed 60% on the real estate abutting on said improvements and 40% upon the City of Fort Wayne, Indiana, if the said City is benefited by said improvement and the cost for Curb Ramps shall be assessed 100% on said City, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments if deferred are to be paid in ten equal installments with interest at the rate of five (5%) percent per annum as set by the Board of Public Works and shall be financed under Revolving Barrett Law as provided for in the above-entitled acts.

All proceedings and any work done on said improvements, assessment of property, collection of assessments and issuance of Bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

Adopted this 22nd day of October, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: 5th & 6th District Curb and Sidewalk Repairs RES. NO.:7210-08

DATE: 10/17/2008 W.O. NO.: 12088

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Curb	117	LF	7.50	877.50
2.	Removal of Concrete	193	SY	7.00	1351.00
3.	Concrete Sidewalk (4")	136	SY	25.00	3400.00
4.	Concrete Pavement for Residential Drive (6")	40	SY	30.00	1200.00
5.	Concrete Wingwalk & Ramps (6")	10	SY	45.00	450.00
6.	Concrete Curb Type II-B	65	LF	15.00	975.00
7.	Concrete Curb Type IIA	52	LF	15.00	780.00
8.	Bed Course Material	32	TON	10.00	320.00
9.	HydroSeeding With HydroStick or Equivalent Polymer for Erosion Control	150	SY	3.50	525.00
10.	Top Soil	25	TON	15.00	375.00
11.	Construction Signs, Type A With Construction Warning Light Type A	5	EA	80.00	400.00
12.	Mobilization / Demobilization	1	LS	600.00	600.00
13.	Maintance of Traffic	1	LS	500.00	500.00
				SUB-TOTAL BASE BID	11753.50
				E&I @25%	2938.38
				TOTAL BASE BID	**14691.88**
	ALTERNATE #1				
1.	Concrete Sidewalk (4") with exposed aggregate finish	126	SY	45.00	5670.00
2.	Concrete Sidewalk (6")thru Drive with exposed aggregate finish	9	SY	50.00	450.00
				SUB-TOTAL ALTERNATE:	5670.00
				E&I @25%	1417.50
				TOTAL ALTERNATE BID:	**$7,087.50**

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: October 20, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utilities' vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$37,277.00.** These payments will be made with the 2006 Waterworks State Revolving Fund Loan. These expenses are for the 3RFP North Pump & Electrical Buildings and the St. Joe Dam Pump Station.

Draw #162	Donohue & Associates	$ 9,156
Draw #163	HNTB Corp.	28,121
	Total Payments	$ 37,277

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

October 22, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: October 29, 2008

RE: 2008 Passenger Vehicle Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $65,888.99 to be paid from the proceeds of the 2008 Passenger Vehicle Lease Financing which are held in an escrow at JP Morgan Trust Company.

Payment Request #13

Ziebart	655.35
Gensic Creative Metals	1,303.00
Southeastern Equipment Co., Inc.	53,215.00
WA Jones Truck Bodies & Equipment	4,440.64
H&H Equipment	6,275.00
Total for Payment Requests	**$ 65,888.99**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

October 29, 2008
Date

A RESOLUTION establishing a policy for the designation of memorial parkways subject to the approval of the Board of Public Works

RESOLUTION #95-10-29-08-1

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana is the entity responsible for approving the designation of said memorial parkways; and

NOW THEREFORE, the Board of Public Works hereby adopts the following policy and fees for the establishment of memorial parkways.

I. In order to be considered for a memorial parkway designation, the applicant must submit the following documentation:

A. A copy of the death certificate for the person for whom the request is being made.
B. A completed application for the memorial parkway designation with contact information for the individuals or organizations making the request.
C. A map of the route of the memorial parkway designation.
D. The application may be made no sooner than six months from the date of death.
E. Written and detailed documentation that shows at least 20 years of demonstrated public/community service.
F. A petition that captures 80% of the affected and adjacent property owners (both residential and business) along the proposed route who are in favor of the designation.
G. Three letters of support:
    1) a letter from an organization, church or other institution in the Fort Wayne Community,
    2) a letter from a person or group who was touched or affected by the service of the individual for whom the request is being made,
    3) a letter from a past or current elected City of Fort Wayne official.

II. Individuals with felony convictions will not be considered for memorial parkway designations.

III. Once all of the necessary documentation is received, the application will be submitted for review and recommendation by the Transportation Engineering Department and the Office of the Mayor prior to consideration by the Board of Public Works. The applicant must make a brief, in-person presentation to the Board of Public Works when the item is up for formal consideration.

IV. The applicant (individual or organization) will be responsible for the cost of the sign and the post, including the labor to install, at $600 per sign per

location. The applicant (individual or organization) will also be responsible for any costs associated with maintenance and replacement due to normal wear and tear, vandalism and/or natural disasters. If the applicant is unable to be contacted for the collection of maintenance and replacement costs or is unable to pay the relevant costs, the signs will be removed and the designation of the memorial parkway will be terminated.

V. All applications will be considered by the Board of Public Works. Each request is subject to the discretion and final approval by the Board of Public Works. The Board may revoke the designation, if deemed necessary.

VI. Extraordinary requests will be considered on a case-by-case basis.

VII. Applicants requesting a designation on behalf of a serviceman/servicewoman, police officer or firefighter who has given their life in the line of duty will be exempt from the associated fees.

VIII. If the application is denied, the applicant may reapply no sooner than 24 months from the date of the denial.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Date: October 29, 2008

Regina A. Kostoff

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

Approved as to form and legality: Cecilia Case
Cecilia Case, Associate City Attorney

A RESOLUTION establishing a policy for the designation of memorial parkways subject to the approval of the Board of Public Works

RESOLUTION #95-10-29-08-1

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana is the entity responsible for approving the designation of said memorial parkways; and

NOW THEREFORE, the Board of Public Works hereby adopts the following policy and fees for the establishment of memorial parkways.

I. In order to be considered for a memorial parkway designation, the applicant must submit the following documentation:

A. A copy of the death certificate for the person for whom the request is being made.
B. A completed application for the memorial parkway designation with contact information for the individuals or organizations making the request.
C. A map of the route of the memorial parkway designation.
D. The application may be made no sooner than six months from the date of death.
E. Written and detailed documentation that shows at least 20 years of demonstrated public/community service.
F. A petition that captures 80% of the affected and adjacent property owners (both residential and business) along the proposed route who are in favor of the designation.
G. Three letters of support:
    1) a letter from an organization, church or other institution in the Fort Wayne Community,
    2) a letter from a person or group who was touched or affected by the service of the individual for whom the request is being made,
    3) a letter from a past or current elected City of Fort Wayne official.

II. Individuals with felony convictions will not be considered for memorial parkway designations.

III. Once all of the necessary documentation is received, the application will be submitted for review and recommendation by the Transportation Engineering Department and the Office of the Mayor prior to consideration by the Board of Public Works. The applicant must make a brief, in-person presentation to the Board of Public Works when the item is up for formal consideration.

IV. The applicant (individual or organization) will be responsible for the cost of the sign and the post, including the labor to install, at $600 per sign per

location. The applicant (individual or organization) will also be responsible for any costs associated with maintenance and replacement due to normal wear and tear, vandalism and/or natural disasters. If the applicant is unable to be contacted for the collection of maintenance and replacement costs or is unable to pay the relevant costs, the signs will be removed and the designation of the memorial parkway will be terminated.

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CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Date: October 29, 2008

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

Approved as to form and legality: Cecilia Case
Cecilia Case, Associate City Attorney

TRANSFER OF SANITARY SEWER OWNERSHIP
PROPERTIES BOUNDED BY LIMA, WELLS AND FERNHILL

[Board of Public Works Resolution 95-11-05-08-2]

[Cross Reference to Document 205064501]

THIS TRANSFER OF SANITARY SEWER OWNERSHIP ("Transfer") is executed this 5th day of November, 2008, by and between OMD Holdings–Lima Road, LLC, an Indiana limited liability company ("OMD"), and the City of Fort Wayne Board of Public Works ("City"), to wit:

RECITALS

A. OMD is the owner of certain real estate located in the City of Fort Wayne, Allen County, Indiana, recorded in the office of the Recorder of Allen County, Indiana, at the Cross Reference Document listed above ("Real Estate"),

B. City owns an existing public sanitary sewer main and related structures ("Sanitary Sewer") located on the Real Estate, and OMD is the sole customer connected to the Sanitary Sewer.

C. City no longer requires the Sanitary Sewer as part of City's public sanitary sewer system, and OMD is willing to accept ownership of, and to operate and maintain the Sanitary Sewer for OMD's benefit.

TRANSFER

1. City hereby transfers to OMD, and OMD hereby accepts, all ownership, operation and maintenance responsibilities for the following described sanitary sewer pipes and related structures located on the Real Estate:

   Beginning at the east side of structure L26-102 on the east side of Wells Street and running easterly through structure L26-103 to structure L26-104, then turning and running northerly to structure L26-105, as shown on the attached Exhibit "A"; except, however, that the ownership of manhole L26-102 as shown on Exhibit "A" is not included in this Transfer and shall remain a part of the City's public sanitary sewer system.

2. City hereby reclassifies the sanitary sewer facilities transferred to OMD in the preceding paragraph 1 as a private sanitary sewer ("Private Sanitary Sewer"), which City will no longer own, operate or maintain, and City will not be responsible for any costs associated with the ownership, operation or maintenance of the Private Sanitary Sewer.

3. City will not demolish or remove, and will not be responsible for any costs associated with the demolition or removal of the Private Sanitary Sewer.

4. OMD is permitted to maintain its existing connection to the Private Sanitary Sewer, but shall not otherwise use or permit others to use of the Private Sanitary Sewer without City's prior approval.

IN WITNESS WHEREOF, OMD and City have executed this Transfer of Sanitary Sewer Ownership as of the date set forth above.

OMD HOLDINGS–LIMA ROAD, LLC, AN INDIANA LIMITED LIABILITY COMPANY

By: _____
James A. Wilhelm, Manager

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said State and County, personally appeared the within named OMD Holdings–Lima Road, LLC, an Indiana limited liability company, by James A. Wilhelm, Manager, "OMD" herein, who being first duly sworn upon his oath states that he is the owner or authorized representative of the owner of the subject Real Estate described herein, and as such duly authorized to execute the foregoing Transfer of Sanitary Sewer Ownership, and acknowledged the same as his voluntary act and deed.

WITNESS my hand and seal this 30th day of October, 2008.

My Commission Expires: 12-31-12

Dodi Timbrook
Signature of Notary Public

Resident of DeKalb County

Dodi Timbrook
Printed Name

[Signatures continue on following page]

CITY OF FORT WAYNE BOARD OF PUBLIC WORKS

By: _____
Regina A. Kostoff, Chair

By: _____
Kumar Menon, Member

By: _____
John Suarez, Member

ATTEST: _____
Marilyn Huth, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a notary public in and for said State and County, personally appeared the within named Regina A. Kostoff, Kumar Menon and John Suarez as Members of the City of Fort Wayne Board of Public Works, "City" herein, and Marilyn Huth, Clerk of the Board, and acknowledged the execution of the foregoing Transfer of Sanitary Sewer Ownership as their voluntary act and deed.

WITNESS my hand and seal this 5th day of November, 20 08.

My Commission Expires: October 26, 2014

Resident of _____ County

MICHELLE R. NELSON
NOTARY PUBLIC, STATE OF INDIANA
ALLEN COUNTY
NOTARY SEAL
MY COMMISSION EXPIRES

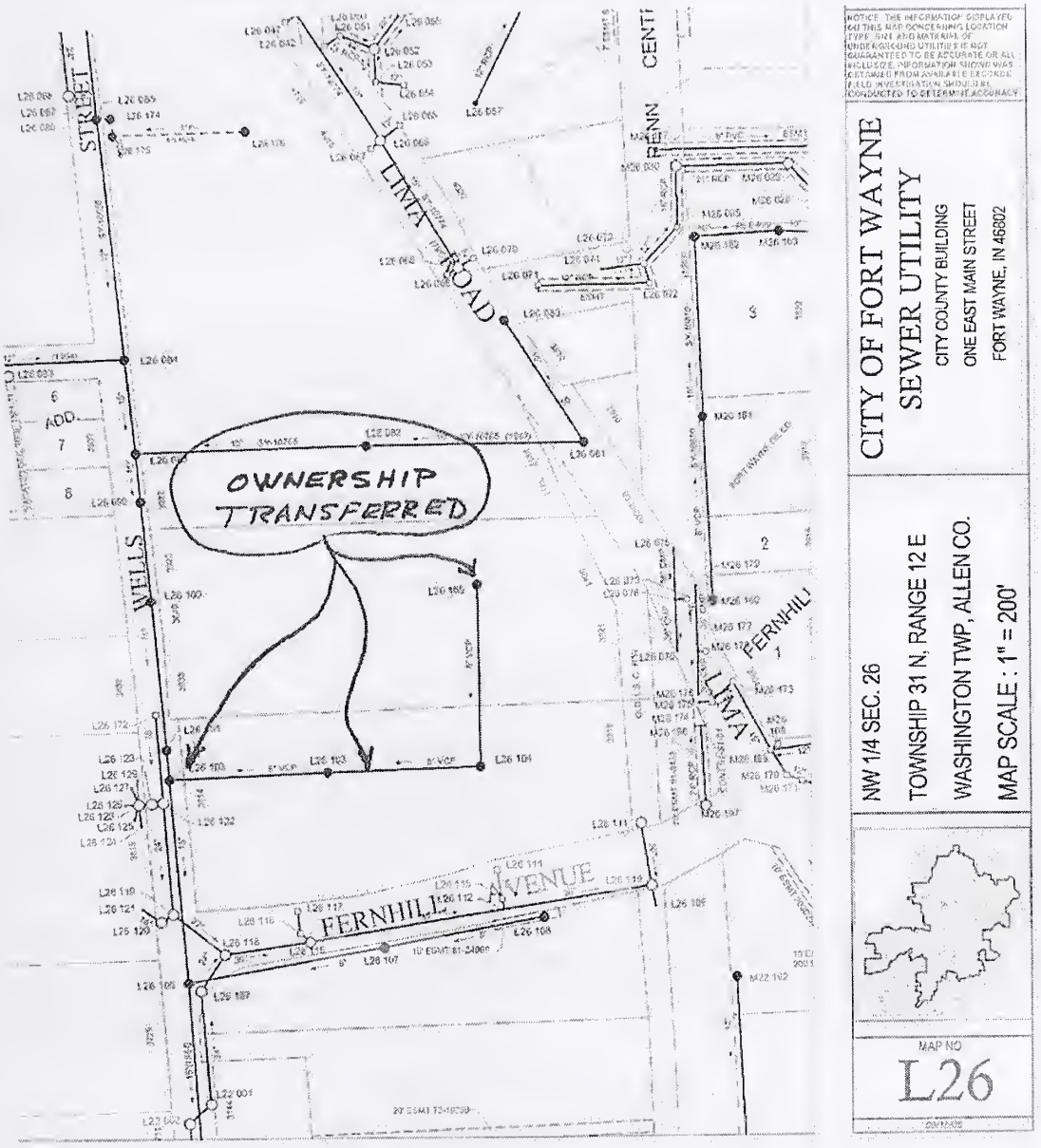
Michelle R. Nelson
Signature of Notary Public

Michelle R. Nelson
Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Cecilia E. Case, Associate City Attorney.

This instrument prepared by Cecilia E. Case, Associate City Attorney, Indiana License 18976-02.

EXHIBIT "A"


OWNERSHIP TRANSFERRED
WELLS STREET
LIMA ROAD
FERNHILL AVENUE
ADD
NOTICE: THE INFORMATION DISPLAYED ON THIS MAP CONCERNING LOCATION, TYPE, SIZE AND MATERIAL OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. INFORMATION SHOWN WAS OBTAINED FROM AVAILABLE RECORDS. FIELD INVESTIGATION SHOULD BE CONDUCTED TO DETERMINE ACCURACY
CITY OF FORT WAYNE
SEWER UTILITY
CITY COUNTY BUILDING
ONE EAST MAIN STREET
FORT WAYNE, IN 46802
NW 1/4 SEC. 26
TOWNSHIP 31 N, RANGE 12 E
WASHINGTON TWP, ALLEN CO.
MAP SCALE : 1" = 200'
MAP NO
L26

RELEASE OF SANITARY SEWER EASEMENTS
PROPERTIES BOUNDED BY LIMA, WELLS AND FERNHILL

[Board of Public Works Resolution 95-11-05-08-1]

[Cross Reference to Deed Record 638, pg. 386, and Documents 76-014800, 79-036471, 205064501]

THIS RELEASE OF SANITARY SEWER EASEMENTS is executed this 5th day of November, 2008, by the City of Fort Wayne Board of Public Works ("City"), to wit:

RECITALS

A. City obtained two easements through a Grant of Easement and a Grant of Sewer Easement, recorded at Documents 76-014800 and 79-036471, respectively ("Easements"), for the purpose of constructing, operating and maintaining public sanitary sewers, over and across real estate located in the City of Fort Wayne, Allen County, Indiana, recorded at Deed Record 638, pg. 386, which real estate is currently owned by OMD Holdings–Lima Road, LLC, an Indiana limited liability company, recorded at Document 205064501, all said Documents recorded in the office of the Recorder of Allen County, Indiana.

B. City no longer owns or operates public sanitary sewers in the Easements and no longer requires the Easements.

RELEASE

1. City hereby releases and quitclaims to OMD Holdings–Lima Road, LLC, an Indiana limited liability company, all right, title and interest in and to two sanitary sewer easements City obtained through a Grant of Easement and a Grant of Sewer Easement, recorded at Documents 76-014800 and 79-036471, respectively, in the office of the Recorder of Allen County, Indiana, and as described and shown on the attached Exhibit "A".

2. City retains all other rights conveyed to it pursuant to said Grant of Easement and Grant of Sewer Easement which are not specifically released herein, and all other terms and conditions of said Grant of Easement and Grant of Sewer Easement which are not amended herein shall remain in full force and effect.

[Continued on following page]

IN WITNESS WHEREOF, the City of Fort Wayne Board of Public Works has executed this Release of Sanitary Sewer Easements as of the date first set forth above.

By: _____
Regina A. Kostoff, Chair

By: _____
Kumar Menon, Member

By: _____
John Suarez, Member

ATTEST: _____
Marilyn Huth, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a notary public in and for said State and County, personally appeared the within named Regina A. Kostoff, Kumar Menon and John Suarez as Members of the City of Fort Wayne Board of Public Works, "City" herein, and Marilyn Huth, Clerk of the Board, and acknowledged the execution of the foregoing Release of Sanitary Sewer Easements as their voluntary act and deed.

WITNESS my Hand and seal this 5th day of November, 20 08.

MICHELLE R. NELSON
MY COMMISSION EXPIRES
October 26, 2014
NOTARY SEAL
ALLEN COUNTY
NOTARY PUBLIC, STATE OF INDIANA

My Commission Expires: _____

Resident of _____ County

_____
Signature of Notary Public

Michelle R. Nelson
Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Cecilia E. Case, Associate City Attorney.

This instrument prepared by Cecilia E. Case, Associate City Attorney, Indiana License 18976-02.

EXHIBIT A-1

76-014800

A 14.0 foot wide sewer easement being 7.0 feet either side of the following described centerline:

Commencing at the intersection of the North line of the real estate described in Deed Record 638, page 386 and the Easterly right-of-way line of Wells Street, as now established; thence Southerly along the Easterly right of way line of Wells Street, a distance of 107 feet to the point of beginning of said centerline of said easement; Thence Easterly, by a deflection left of 81 degrees 00 minutes, a distance of 405 feet to the terminus of said centerline.

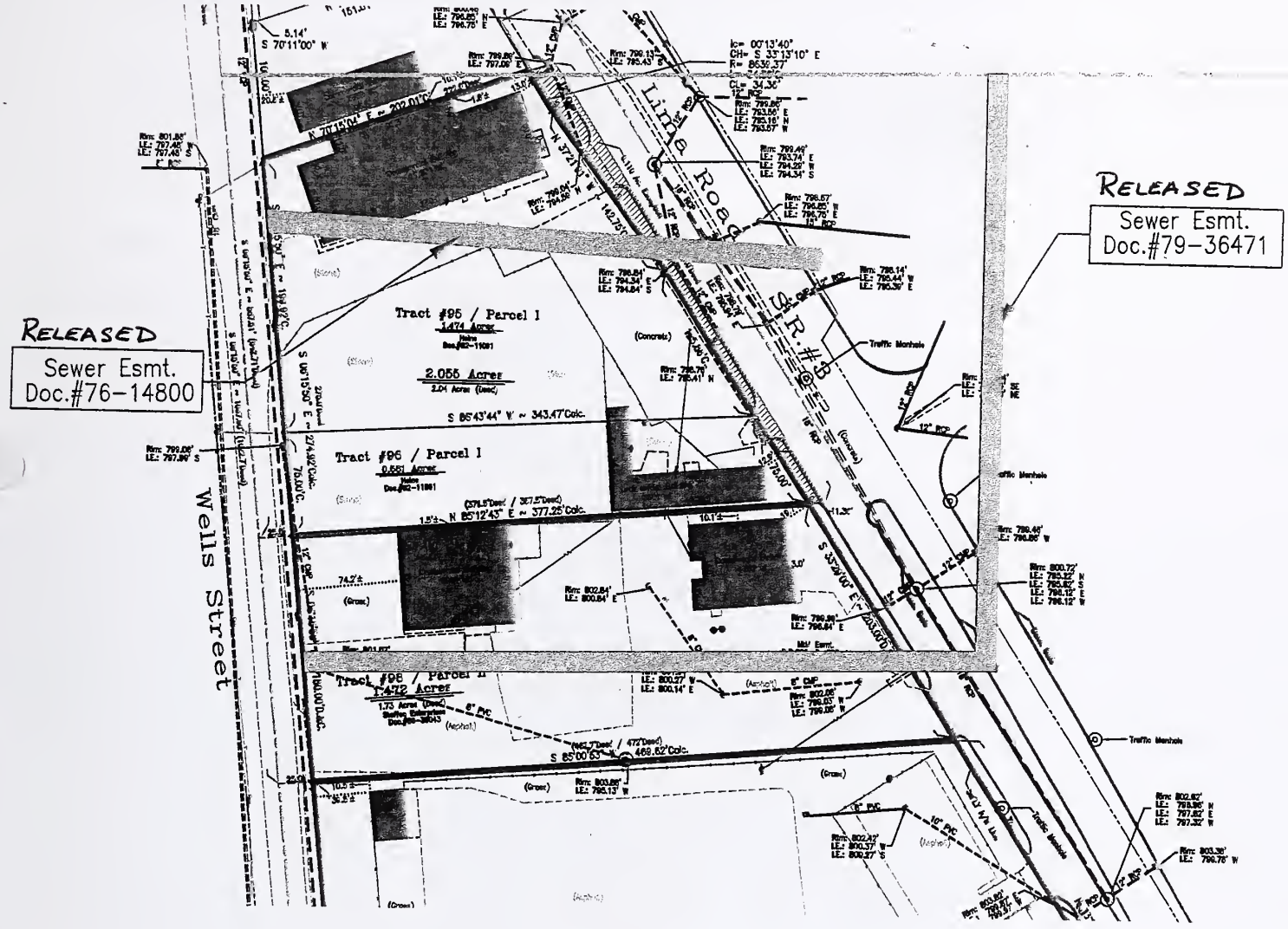
It is understood and implied that in granting the above described easement the grantee shall have the right of ingress and egress over and along any driveway that serves said real estate.

79-036471

PERMANENT EASEMENT A 14.0 foot wide sewer easement being 7.0 feet either side of the following described centerline.

Commencing at the intersection of the North line of the real estate described in Deed Record 638, page 386 and the Easterly right-of-way line of Wells Street, as now established; thence Southerly along the Easterly right-of-way line of Wells Street, a distance of 428 feet to the point of beginning of said centerline of said easement; thence Easterly and parallel to the North line of said real estate, a distance of 498 feet; thence Northerly by a deflection left of 89 deg. 06 minutes, a distance of 428 feet to the North line of said real estate and the terminus of said easement.

EXHIBIT A-2


RELEASED
Sewer Esmt.
Doc.#79-36471
RELEASED
Sewer Esmt.
Doc.#76-14800
Tract #95 / Parcel I
1.474 Acres
2.055 Acres
Tract #96 / Parcel I
0.581 Acres
Tract #96 / Parcel II
1.472 Acres
Wells Street
Line Road
U.S.R. #66
S 85°43'44" W ~ 343.47'Calc.
N 85°12'45" E ~ 577.25'Calc.
S 85°00'53" W ~ 469.62'Calc.
S 33°29'00" E ~ 203.00'
N 37°11'00" E ~ 142.75'
N 70°11'00" E ~ 202.01'
S 70°11'00" W
Traffic Manhole
8" PVC
10" PVC
12" RCP
18" RCP

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: November 3, 2008

RE: SRF (STATE REVOLVING FUNDS) – **2005 Sewer Works**

Please include the following sewer SRF payments with the City Utilities vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$ 306,348.00.** These payments will be made using the 2005 Sewer State Revolving Funds. These expenses are for the WPCP Primary Clarifiers Project - W.O. 74742.

Draw #198	CH2M Hill	$ 27,517.00
Draw #199	Donohue & Assoc.	37,904.00
Draw #200	Barton Malow Co.	240,927.00
	Total payments	$306,348.00

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

November 5, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: November 3, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utilities' vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$1,361,227.00.** These payments will be made with the 2006 Waterworks State Revolving Fund Loan. These expenses are for the 3RFP North Pump & Electrical Buildings, the St. Joe Dam Pump Station, the 3RFP Filter Valve Project and the Lake Ave. Water Main Improvement.

Draw #164, #167, #169 & #170	CH2M Hill	$ 52,419
Draw #165	Hagerman Construction	1,095,979
Draw #166	American Electric Power	673
Draw #168 & #172	Weigand Construction & Star Financial Bank	205,097
Draw #171	Environmental Management Specialists	6,439
Draw #173	Bonar Group	620
	Total Payments	**$1,361,227**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

November 5, 2008
Date

129

IMPROVEMENT RESOLUTION NO. 7212-08

PHASE 1, EDGEWATER AVENUE LEVEE REPAIR
WORK ORDER NO. 12101

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: **Edgewater Avenue levee from Tecumseh Street to Morton Street pump station by removing existing asphalt trail and rebuilding the levee to flood protection elevation.**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 12th day of November, 2008.

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

ESTIMATE OF QUANTITIES

PROJECT: Phase 1, Edgewater Ave. (Tecumseh St.Bridge to Morton St.) Levee Repair

RES. NO.: 7212-08

DATE:

W.O. NO.:12101

BID DATE:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Removal of Asphalt Trail	1400	SY	7.00	9,800.00
2.	Removal of Concrete (Includes sawing)	4	SY	6.00	24.00
3.	Levee Construction (Compacted Clay in Place)	980	TON	50.00	49,000.00
4.	Removal of Rip-Rap	45	SY	15.00	675.00
5.	Rip-Rap with Shotcrete (Includes geo-textile under rip-rap)12"Depth	750	SY	40.00	30,000.00
6.	Top Soil	80	TON	12.00	960.00
7.	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	695	SY	12.00	8,340.00
8.	Construction Sign Type A with Warning Light Type A	6	EA	75.00	450.00
9.	Standard Barricade, Type III-B	2	EA	100.00	200.00
10.	Maintenance of Traffic	1	LS	4,972.45	4,972.45
11.	Mobilization / Demobilization	1	LS	3,977.96	3,977.96

SUB-TOTAL:	108,399.41
E&I @25%	27,099.85
TOTAL:	135499.26

128

Revised: 02-13-04

GENERAL OPEN-CUT SEWERS 2008
RESOLUTION NO. 1997-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies, and equipment required to perform the following:

> Approximatley 300 LF of sewer excavation/replacement, 157 LF of sewer point repairs and 4 manhole replacement by means of open-cut excavation.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **General Open-Cut Sewers 2008**.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Utilities 2008 Sewer Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost of **$417,460.00**.

APPROVED THIS 12th **DAY OF** November **, 2008.**

BOARD OF PUBLIC WORKS

BY: _____
Regina A. Kostoff, Chair

BY: _____
Kumar Menon, Member

BY: _____
John Suarez, Member

ATTEST: _____
Marilyn Huth, Clerk

RESOLUTION NO. 95-11-12-08-5

RESOLUTION: SIGNATORY AUTHORIZATION RESOLUTION FOR WATER SRF PROJECTS

WHEREAS, the City of Fort Wayne Board of Public Works, herein called the Applicant, has plans for a drinking water infrastructure improvements project to meet State and Federal regulations, such as the Safe Drinking Water Act, and the community intends to proceed with the construction of such works:

WHEREAS, the Board of Public Works, of the City of Fort Wayne, has adopted this Resolution dated _____.

NOW, THEREFORE, BE IT RESOLVED by the City of Fort Wayne Board of Public Works, the governing body of said community, that:

1. Kumar Menon, Director of Utilities and Len Poehler, City Utilities Controller for the City of Fort Wayne, be authorized to make application for an SRF Loan and provide the Indiana Department of Environmental Management such information, data and documents pertaining to the loan process as may be required, and otherwise act as the authorized representative of the community.

2. The Applicant agrees to comply with the Department of Environmental Management, State of Indiana and Federal requirements as they pertain to the SRF.

3. That two certified copies of the resolution be prepared and submitted as part of the Applicant's Preliminary Engineering Report.

PASSED AND ADOPTED by the City of Fort Wayne's Board of Public Works this 12th day of November, 2008.

FORT WAYNE BOARD OF PUBLIC WORKS
BY AND THROUGH ITS BOARD MEMBERS

BY: _____
Regina A. Kostoff, Chair

BY: _____
John Suarez, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Marilyn Huth, Clerk

RESOLUTION NO. 95-11-12-08-5

RESOLUTION: SIGNATORY AUTHORIZATION RESOLUTION FOR WATER SRF PROJECTS

WHEREAS, the City of Fort Wayne Board of Public Works, herein called the Applicant, has plans for a drinking water infrastructure improvements project to meet State and Federal regulations, such as the Safe Drinking Water Act, and the community intends to proceed with the construction of such works:

WHEREAS, the Board of Public Works, of the City of Fort Wayne, has adopted this Resolution dated _____.

NOW, THEREFORE, BE IT RESOLVED by the City of Fort Wayne Board of Public Works, the governing body of said community, that:

1. Kumar Menon, Director of Utilities and Len Poehler, City Utilities Controller for the City of Fort Wayne, be authorized to make application for an SRF Loan and provide the Indiana Department of Environmental Management such information, data and documents pertaining to the loan process as may be required, and otherwise act as the authorized representative of the community.

2. The Applicant agrees to comply with the Department of Environmental Management, State of Indiana and Federal requirements as they pertain to the SRF.

3. That two certified copies of the resolution be prepared and submitted as part of the Applicant's Preliminary Engineering Report.

PASSED AND ADOPTED by the City of Fort Wayne's Board of Public Works this 12th day of November, 2008.

FORT WAYNE BOARD OF PUBLIC WORKS
BY AND THROUGH ITS BOARD MEMBERS

BY: _____
Regina A. Kostoff, Chair

BY: _____
John Suarez, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Marilyn Huth, Clerk

RESOLUTION NO. 95-11-12-08-4

RESOLUTION: PER ACCEPTANCE RESOLUTION FOR WATER SRF PROJECTS

WHEREAS, the City of Fort Wayne Board of Public Works of Allen County, Indiana, has caused a Preliminary Engineering Report (PER) dated September 5, 2008, to be prepared by the consulting firm of Commonwealth Engineers, Inc.; and

WHEREAS, said plan has been presented to the public at a public hearing held November 5, 2008, for their comments; and

WHEREAS, the Board of Public Works of the City of Fort Wayne finds that there was not sufficient evidence presented in objection to the recommended projects in the PER.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Water Utility Improvements – Addendum #1 PER dated September 5, 2008 be approved and adopted by the Board of Public Works of the City of Fort Wayne; and

2. That said PER be submitted to Indiana's State Revolving Fund Loan Program for review and approval.

PASSED AND ADOPTED by the City of Fort Wayne's Board of Public Works this 12th day of November, 2008.

FORT WAYNE BOARD OF PUBLIC WORKS
BY AND THROUGH ITS BOARD MEMBERS

BY: _____
Regina A. Kostoff, Chair

BY: _____
John Suarez, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Marilyn Huth, Clerk

Water Utility Improvements

City of Fort Wayne
Allen County, Indiana

Preliminary Engineering Report (PER – Addendum #1)

July, 2008

Prepared by:

COMMONWEALTH™
ENGINEERS, INC.

10315 Dawson's Creek Blvd. Suite D
Fort Wayne, IN 46825

October 8, 2008

Indiana Department of Environmental Management
State Revolving Loan Fund
100 North Senate Ave., Rm. 1275
Indianapolis, IN 46204

Attn: Sarah Hudson, Administrator
Drinking Water Program

Re: Water Utility Improvements – Addendum #1 (DW #06110201)
City of Fort Wayne
Allen County, IN

Dear Sarah,

With regard to the referenced project, enclosed herewith please find three copies of the referenced Preliminary Engineering Report Addendum document for the proposed amended City of Fort Wayne Water Utility projects.

Due to savings incurred during the design and construction process associated with the original group of projects, as well as other local funding sources for various consulting services, the City of Fort Wayne is seeking the formal amendment to their original scope of projects to include additional projects. It is the goal of this addendum document to secure the approval from SRF to utilize previously secured financing for the City of Fort Wayne with respect to each of their amended Water Utility Improvements projects.

Thanking you in advance for your prompt attention to this project. If you have any questions regarding this document, please feel free to contact our engineering consultant, Benjamin Adams, P.E., Commonwealth Engineers, Inc. at (260) 494-3225. We look forward to again working with your agency on this important project.

Sincerely,

Kumar Menon
Director of Public Works & Utilities

enclosures

cc: Matthew Wirtz, P.E., FTW Planning & Design Services
Ben Adams, P.E., CEI

WATER UTILITY IMPROVEMENTS
DW #06110201

PRELIMINARY ENGINEERING REPORT
(PER – Addendum #1)

FOR THE

CITY OF FORT WAYNE, INDIANA

JULY, 2008

Prepared by:

COMMONWEALTH™
ENGINEERS, INC.
10315 Dawson's Creek Blvd. Suite D
Fort Wayne, Indiana 46825

TABLE OF CONTENTS

Chapter I – Project Location

A. Project Area 1

Chapter II – Current Situation & Existing Facilities

A. Description/Condition of Existing Facilities 5
B. Need for Project 5

Chapter III – Future Situation

A. Historical & Projected Population 8
B. Current & Projected Wastewater Flows 9

Chapter IV – Evaluation of Alternatives

A. Feasible Alternatives 11
   1. No Action 11
   2. Optimal Operation of Existing Facilities 12
   3. Distribution System Improvements/Replacements 12
   4. Existing Water Treatment Plant 13
   5. New Water Treatment Plant 13
   6. Storage System Upgrades/Expansion 13
   7. Phasing 14
B. Recommended Alternatives 14

Chapter V – Evaluation of Environmental Impacts

A. Direct Impacts 16
   1. Prime Agricultural Farmland 16
   2. Air Quality 19
   3. Ground Hydrology 20
   4. Sole Source Aquifer 20
   5. Drinking Water Supplies 20
   6. Floodways 21
   7. Wetlands 21
   8. Surface Water Hydrology 22
   9. Biota 23
   10. Archaeological/Historic Sites 24
   11. Open Space & Recreational Opportunities 25
   12. National Natural Landmarks 26
B. Indirect Impacts 26
C. Mitigation Measures 26

Chapter VI – Selected Plan

A. Selected Plan Components & Processes 28
B. Project Implementation Schedule 29
C. Cost Estimates 29

Chapter VII – Legal, Financial & Managerial Capabilities

A. Management Resolutions 32
B. SRF Project Financing Information 32
C. Land Acquisition 32
D. Managerial Capabilities 32

Chapter VIII – Public Participation

A. Advertised Public Hearings 33
B. Minutes of the Hearing 33
C. Written Comments from Hearing 33
D. Mailing List 33

LIST OF TABLES

Table 1
Individual Service Area Median Incomes 4

Table 2
Historical Population 8

Table 3
Projected Population 9

Table 4
Existing Water Usage for the City of Fort Wayne 9

Table 5
Projected Water Needs for the City of Fort Wayne 10

Table 6
Soils Classifications 17

Table 7
Historical & Architecturally Significant Sites 25

Table 8
Estimated Project Schedule 29

APPENDICES

Appendix "A" – Service Area Figures

1 – Map of City of Fort Wayne's Current Service and Proposed Twenty Year Service Area
2 – Three Rivers Filtration Plant Improvements - GLP
3A – Distribution System Improvements - Northwest Feeder Main - GLP
3B – Distribution System Improvements - Northwest Feeder Main - GLP
4 – Distribution System Improvements - Anthony Wayne - Mt. Vernon Water Main Replacement - GLP
5 – Map of City of Fort Wayne's Water Distribution System

Figures 6 - 9 are Located in Body of PER

6A – Soils Map - Three Rivers Filtration Plant Improvements
6B – Soils Map - Distribution System Improvements - Northwest Feeder Main
6C – Soils Map - Water Main Replacement Service Area
7A – Topography - Three Rivers Filtration Plant Improvements
7B – Topography - Distribution System Improvements - Northwest Feeder Main
7C – Topography - Distribution System Improvements - Anthony Wayne - Mt. Vernon Water Main Replacement
8A – Floodplains - Three Rivers Filtration Plant Improvements
8B – Floodplains - Distribution System Improvements - Northwest Feeder Main
8C – Floodplains - Distribution System Improvements - Anthony Wayne - Mt. Vernon Water Main Replacement
9A – Wetlands - Three Rivers Filtration Plant Improvements
9B – Wetlands - Distribution System Improvements - Northwest Feeder Main
9C – Wetlands - Distribution System Improvements - Anthony Wayne - Mt. Vernon Water Main Replacement

Appendix "B" – City of Fort Wayne's Water Distribution Scoring Spread Sheet

Appendix "C" – Photos of the St. Joe Dam Pumping Station & the Three Rivers Filtration Plant Current Ongoing Improvements Project Funded by 2006 SRF

Appendix "D" – Additional Photos of Existing Equipment of Plant #3

Appendix "E" – Farmland Conversion Impact Rating Form

Appendix "F" – Historical Documentation

Appendix "G" – Preliminary Engineering Report Acceptance Resolution

Appendix "H" – Designated Signatory Authorization Resolution

Appendix "I" – Public Participation – Legal Notice, Attendance Sheet, Project Summary

Appendix "J" – Public Participation – Minutes, Written Comments

INTRODUCTION

As outlined in the original Preliminary Engineering Report (DW #06110201), the City of Fort Wayne had presented various drinking water needs/improvements as relates to the existing Water Utility. Previously, per letter dated November 3, 2006, the City had approved a drinking water project for SRF funding that included the following independent projects:

- North Pump Building & Electrical Building – New Vertical Turbine Pumps
- St. Joe Dam Electrical – New Pumps w/VFDs
- West Reservoir – 10 MG Ground Storage Reservoir
- Lime Sludge Pump & Pipe Improvements
- Filter Building Valve Improvements
- Distribution System Improvements – Lake Avenue Feeder Main
- Distribution System Improvements – Indian Village, Bellmont Addition, Hobson Road & Colonial Heritage Addition

Due to savings incurred during the design and construction process associated with the original group of projects, as well as other local funding sources for various consulting services, the City of Fort Wayne is seeking the formal amendment to their original scope of projects to include additional projects. The proposed additions to the original SRF Bond are explained in greater detail within the formal addendum document, but include the following:

- Filtration Plant #3 - Flocculation Bearings & Shaft Replacement
- Filtration Plant #1 - Filter Improvements – Preliminary Engineering Report & Pilot Improvements to One Filter
- Distribution System Improvements – NW Feeder Main
- Distribution System Improvements – Anthony Wayne & Mt. Vernon Additions

Once again, it is the goal of this addendum document to secure the approval from SRF to utilize previously secured financing for the City of Fort Wayne with respect to each of their current Water Utility Improvements projects.

CHAPTER I – PROJECT LOCATION

In this Chapter, we define the proposed project locations within the service area. Also, we review background information and the current characteristics of the four proposed projects in order to determine the needs of each individual project. This information is important for use in both the project's engineering analyses and the associated decision-making process that we develop in subsequent sections.

A. PROJECT AREA

As set forth in the previously approved SRF – PER document (DW #06110201), the City of Fort Wayne is located in central Allen County in northeast Indiana. There is a primary interstate (I-69), running through the west side of Fort Wayne and a bypass interstate (I-469) running on the east and south side of Fort Wayne. There are several other highways in the immediate area - U.S. routes running through the City, US 24, 27, 30 & 33, and State Roads, SR 1, SR 3 and SR 14. The City environs are located on the Huntertown, Cedarville, Fort Wayne West & East quadrangles, Townships 31N and 32N and Ranges 12E and 13E, all sections.

The current service area again is set forth as the corporate limits of the City of Fort Wayne and the surrounding metropolitan area. The proposed twenty year service area also includes the corporate limits and surrounding areas based upon current growth patterns and development trends expected over the next 20 years. A detailed map of the City of Fort Wayne with the current service and proposed twenty year service area can be found in **Appendix "A"** as **Figure 1**.

B. AMENDED PROJECT DESCRIPTION

Within this addendum to the previously approved preliminary engineering report, there are four additional projects to be considered with respect to ongoing Water Utility Improvements for the City of Fort Wayne. With respect to the four amended projects, there are two proposed WTP improvement projects (**Figure 2**), one transmission main (NW Feeder Main) project (**Figure 3**) and one distribution system replacement (Anthony Wayne-Mt. Vernon) project (**Figure 4**). Three of the four projects involve planning, design, construction, construction engineering and inspection of the proposed improvements. The remaining project involves the planning and design of the proposed future transmission main. Each project's location/description is explained in the following:

1. **Filtration Plant #3 - Replacement Flocculation Bearings & Shafts**

This project is located at the existing Three Rivers Water Filtration Plant. Due to the City of Fort Wayne's lime-softening process for raw water treatment, both the structural and mechanical settling tank and flocculation equipment is worn and need of shaft repair and bearing replacement. In addition, the drive mechanisms associated with the flocculation equipment, as well as the support systems and related appurtenances will also need to be replaced. Proposed improvements at the existing Filtration Plant #3 consist of the design and construction of the aforementioned equipment replacement and will be implemented in two phases with the construction and replacement of one half of this portion of the plant per phase necessary to keep a portion of the plant running continuously.

2. **Filtration Plant #1 - Filter Improvements**

This project is also located at the Three Rivers Water Filtration Plant. The recommended plan for Filter Improvements includes the development of a preliminary engineering report that evaluates operational and capital solutions to current underdrain growth, blowouts and potential best replacement bottoms. It also includes the installation of a pilot filter underdrain – media replacement in one of the existing filters to evaluate its potential for wholesale replacement of each of the existing filter components.

3. **Distribution System Improvements - NW Feeder Main**

This project is located in the north central portion of the City of Fort Wayne. The proposed Northwest Feeder Main consists of the planning and design associated with the future installation of approximately 7,750 lineal feet of 24" water main connecting the Filtration Plant to the Fernhill Avenue area. Potential future projects include the extension of this main all the way to the Northwest Pump Station located on the east side of Lima Road just north of Ludwig Road. According to the layouts associated with the Northwest Feeder Main Route Study done in 2002, portions of the proposed feeder main have already been implemented beginning at the Three Rivers Water Filtration Plant. The constructed Phase I segment of main begins at the plant and travels west to Spy Run Avenue and then north on Spy Run Avenue to an area (Science Central) just to the south of Elizabeth Street. The planning and design of subsequent phases of the proposed feeder main is anticipated to follow a route in which the main will travel from its current terminus to the west of the intersection of Elizabeth Street and Clinton Street in an abandoned railroad right-of-way previously disturbed by construction and then north in the abandoned railroad right-of-way to Fernhill Avenue. Again, future phases of design will extend the NW

feeder main from this end point further to the north until its eventual connection with the City's Northwest Pump Station which feeds their northwest pressure zone.

4. **Distribution System Improvements – Anthony Wayne – Mt. Vernon Water Main Replacement**

This project is located on the City's southeast side in a couple of the City's older additions. In conjunction with the City's goal to replace poorly performing, aging water distribution main, the following areas have been identified as high priorities for replacement of the existing, aging cast iron water mains: Capitol/Maple Grove Avenue from Hessen Cassel Road to Werling Drive (6 inch main, 4,500 feet), Devonshire Drive from Ashcroft Drive to Maple Grove Avenue (6 inch main, 1,530 feet), Austin Drive from Schaper Drive to Andre Lane (6 inch main, 1,250 feet), Schaper Drive from Woodsdale Lane to Maple Grove Avenue (6 inch main, 2,420 feet), Winters Street from Pettit Avenue to Capitol Avenue (6 inch main, 1,130 feet), Reed Street from Pettit Avenue to McKinnie Avenue (6 inch main, 2,640 feet), Holton Avenue from Capitol Avenue to Pettit Avenue (6 inch main, 1,130 feet), Marcy Lane & Priscilla Lane between Werling Drive to McMillen Park Drive (6 inch main, 3,100), Capitol Avenue from Holton Avenue to Winter Street (6 inch main, 650 feet), McMillen Park Drive from Schaper Drive to McKinnie Avenue (6 inch main, 1,525 feet), Winston Drive from Schaper drive to Andre Lane (6 inch main, 1,250 feet), Woodsdale Lane from Maple Grove Avenue to Schaper Drive (6 inch main, 775 feet), and Marvin Drive from Austin Drive to Andre Lane (6 inch main, 900 feet). Within this area (**Figure 4**), there has been a history of water main breaks and unusually high water quality complaints which have been prioritized and evaluated for proposed improvements. The City's scoring spreadsheet is included as **Appendix "B"** and the areas scheduled for replacement have been highlighted for clarity. The implementation of the replacement mains in this area will be within the City's right-of-way and in roadway areas previously disturbed by construction.

Due to the increasing costs of issuance with respect to the bond financing of new construction projects, as well as the difficulty of providing affordable costs for service to areas in need, the City has elected to pursue the use of the remaining available low interest, SRF funding to finance some of these amended projects. Again, due to the remaining funds from the 2006 SRF Bond Issue, the City has elected to pursue this amendment to their original PER in an effort to secure the approval of the SRF agency for the funding of these additional projects.

Again, the City is seeking approval for funding four new projects as an amendment to the original PER. It is the goal of this document to secure financing approval from

the SRF for the City with respect to each of their most recent Water Utility Improvement projects and to continue our financing relationship with the SRF.

In **Table 1**, we have outlined the median incomes of those persons living within the various places (census areas) included in all the proposed project areas according to the 2000 census.

Table 1
Individual Service Area Median Incomes

Place	Median Household Income [1]	Percent with Low-Moderate Income [2]
Allen County	$42,671	25.20%
Adams Township	$37,817	38.10%
Washington Township	$40,538	30.20%
Wayne Township	$32,283	31.10%

[1] From Census Table DP-3: Profile of Selected Economic Characteristics: 2000
[2] From HUD Census 2000 Low and Moderate Income Summary Data

It should be noted that the funding for the proposed projects was previously secured in the 2006 bond issue and there is no proposed associated rate increase to the Water Utility customers as a result of the proposed amended projects.

32

CHAPTER II – CURRENT SITUATION & EXISTING FACILITIES

In this chapter, we provide a brief description of the Fort Wayne Water Utility. The purpose of this chapter is the description of the current situation of the existing facilities throughout the City.

A. DESCRIPTION/CONDITION OF EXISTING FACILITIES

Again, as set forth in the original PER, the City of Fort Wayne owns and operates a municipal Water Utility. The water treatment plant (which is referred to as the Three Rivers Water Filtration Plant), was constructed in the 1930s and has had two major expansions; one in 1950s and the one in 1980s and is in the process of another major expansion at the present time. All the raw water to the treatment plant is supplied by the St. Joe Dam Pump Station on the St. Joe River in downtown Fort Wayne. This pump station has four pumps that supply the treatment plant with as much as 210 MGD, with a firm capacity of 140 MGD. The Three Rivers Water Filtration Plant includes three plants each with a design treatment capacity of 24 MGD. The current rating of the Three Rivers Water Filtration Plant is a total of 72 MGD even though it only produces an average of 34 million gallons of drinking water per day. The City of Fort Wayne provides potable water to over 200,000 people in the water service area in approximately 71,800 metered customers with over 1,000 miles of water main throughout the distribution system **(Figure 5)**.

To date and with the recent acquisition of the AquaIndiana water facilities on the north side of the City, there are seven existing elevated storage tanks and two ground storage tanks which have a total capacity of 16.5 million gallons of water. Additional reservoir storage for the Fort Wayne water supply is located at the North Anthony Reservoir and in the St. Joe River above the Cedarville Dam and at the Hurshtown Reservoir. During periods of severe drought, water from the upstream reservoirs can be released into the river to ensure that the Three Rivers Water Filtration Plant has an adequate supply of raw water for an extended period of time. Also, the Three Rivers Water Filtration Plant has a 20 million gallon underground finished water storage reservoir that is divided into two compartments, a 14 million gallon North Reservoir and a 6 million South Reservoir. This existing reservoir system utilizes only 8 million gallons of water during current normal operations. With the construction of the new North Pump Building and appurtenances, the ability for the full utilization of the 20 million gallons will be realized. The design has been completed for a proposed West Reservoir immediately adjacent on the west side of the current North and South Reservoirs, which will be used in conjunction with the North and South Reservoirs for treating and finishing the water.

B. NEED FOR PROJECT

The City of Fort Wayne has been evaluating the needs of the Water Utility for the past several years. A Master Plan for the Water Utility Improvements was originally developed in 2002. It should be noted that this Master Plan was not to be construed as the final answer

to all of the water facilities problems, nor would it serve as a complete guide to the implementation of improvements to provide future service to new and existing customers, but would instead be considered the foundation from which all future Water Utility system improvements build from. Within this Master Plan, critical needs were established based on adequacy, dependability and efficiency of the existing utility. It should also be noted that from this Master Plan the recommendations for improvements to the previously approved projects such as the St. Joe Dam Pumping Station, the Filtration Plant improvements, the finishing clearwell and at the high service pumping facilities. In **Appendix "C"**, we have included photos from the current ongoing improvements projects funded by the original 2006 SRF PER.

The following needs for each amended project are explained in detail below:

Three Rivers Water Filtration Plant Improvements

Filtration Plant #3 – Replacement Flocculation Bearings & Shafts -

The proposed project involves structural, mechanical, and equipment improvements to the water treatment plant flocculation and settling tank process of Plant No. 3. It should be noted that Plant #3 has two separate halves with each half having the capacity of approximately 12 MGD of treated water production. Plant #3 is important for Spring/Summer/Fall operations and its treatment capacity is a vital part of the seasonal operations as a whole. As previously set forth, work on the replacement equipment will need to occur in phases as only half of the plant can be taken out of service at one time. **Appendix "D"** contains additional photos of the existing equipment and the portion of the existing filtration plant where the construction is set to occur.

Filtration Plant #1 – Filter Improvements -

The recommended plan for the proposed Filter Improvements includes the development of a preliminary engineering report that evaluates operational and capital solutions to current underdrain growth, blowouts and potential best replacement bottoms. It also includes the installation of a pilot filter underdrain – media replacement to evaluate its potential for wholesale replacement of filter components.

Distribution System Improvements

NW Feeder Main -

The Northwest Feeder Main Project will consist of the design of approximately 7,750 linear feet of 24 inch water main to increase the capacity of the core feeder mains that serve the Northwest portion of the City's distribution system and which will add eventually a needed

supply of water to the Northwest Pumping Station on Ludwig Road. The project when constructed would improve the City's ability to provide adequate area system pressure, as well as improve the recovery of the Northwest Tank during high demand periods. The current demand in the northwest out weighs the supply for the northwest service area. The construction of the final phases of the feeder main will increase supply for the daily demand for the area, eliminating current issues for demand.

Anthony Wayne-Mt. Vernon Water Main Replacement -

Within the service area, there has been a history of water main breaks and unusually high water quality complaints which have been prioritized and evaluated for proposed improvements. Since the City's goal is to replace approximately 30,000 feet of poorly performing water main each year. It should also be noted that this area is one of the older additions within the City and has a concentration of older, aging cast iron distribution mains. The following streets, containing approximately 23,300 feet of water main, have been identified as high priorities for the replacement of the existing water mains:

1. **Capitol/Maple Grove Avenue** from Hessen Cassel Road to Werling Drive
2. **Devonshire Drive** from Ashcroft Drive to Maple Grove Avenue
3. **Austin Drive** from Schaper Drive to Andre Lane
4. **Schaper Drive** from Woodsdale Lane to Maple Grove Avenue
5. **Winter Street** from Pettit Avenue to Capitol Avenue
6. **Reed Street** from Pettit Avenue to McKinnie Avenue
7. **Holton Avenue** from Capitol Avenue to Pettit Avenue
8. **Marcy Lane & Priscilla Lane** between Werling Drive to McMillen Park Drive
9. **Capitol Avenue** from Holton Avenue to Winter Street
10. **McMillen Park Drive** from Schaper Drive to McKinnie Avenue
11. **Winston Drive** from Schaper drive to Andre Lane
12. **Woodsdale Lane** from Maple Grove Avenue to Schaper Drive
13. **Marvin Drive** from Austin Drive to Andre Lane

CHAPTER III – FUTURE SITUATION

A. HISTORICAL & PROJECTED POPULATION

We have reviewed the historical population in the proposed project areas and use this data as a basis for population projections during the Planning Period. The projection of the population into the future is always an important factor in the planning process.

1. Historical Population

The historical populations for the City of Fort Wayne and Allen County are described in detail in **Table 2**. The data from 1970 to 2000 in the following table has been obtained from the United States Census Bureau.

Table 2
Historical Population

Year	Allen County Population	City of Fort Wayne	City as % of County	Yearly Growth Rate for City
1970	280,455	143,260	51%	-
1980	382,961	272,747	71%	4.7%
1990	300,836	173,072	58%	-3.6%
2000	331,849	205,727	62%	1.9%
Average	324,025	198,702	60.5%	1%

2. Projected Population

The population in the City of Fort Wayne has increased over the past several decades and with recent annexations, as well as the acquisition of the northern portions of a previously private water utility continues to be a source of growth for the Water Utility. With future growth and additional annexations being contemplated, the future population should only increase.

The following **Table 3** shows the projected population in the City during the Planning Period.

Table 3
Projected Population in the City of Fort Wayne

Year	Population	Change (%)
2010	220,633	
2015	225,020	1.95%
2020	229,406	1.91%
2025	233,793	1.88%
2030	238,180	1.84%

Even with the future in the balance, the projected numbers in **Table 3** seem reasonable for all future water needs for the City of Fort Wayne and surrounding areas. According to the Fort Wayne City Utilities, there continue to be private utilities in the area that provide water and sewer service to portions of the county's total population. Having said that, not all the projected growth in population will be served by the City of Fort Wayne's Water Utility.

B. CURRENT & PROJECTED WATER CUMSUMPTION

Using the methodology set forth in the original PER coupled with up-to-date consumption figures, we depict the current water consumption associated with the annual operation of the existing Water Utility. **Table 4** shows the existing water usage for the City of Fort Wayne's Water Utility for 2007.

Table 4
Existing Water Usage for the City of Fort Wayne

Domestic (D)	11.2 MGD
Commercial (C)	7.5 MGD
Industrial (I)	2.5 MGD
Institutional/Other	2.0 MGD
Total DCI	**23.2 MGD**
Average Design Flow	24 MGD
Peak DCI Flow (peaking factor = 1.5)	36 MGD
Peak Hourly Flow (pf = 1.8)	43 MGD
PEAK DESIGN FLOW	**36 MGD**

It should be noted that total water consumption has actually decreased to a small degree from the time of the original PER. It difficult to forecast whether or not this is a trend or simple water conservation by the general public as environmental issues continue to play a role in the way people utilize their water.

The following **Table 5** represents the future projected water needs for the City of Fort Wayne by the year 2020. The projections are based on historical pumpage records coupled with the estimated growth.

Table 5
Projected Water Needs for the City of Fort Wayne

Domestic (D)	18.0 MGD
Commercial (C)	14.2 MGD
Industrial (I)	4.2 MGD
Institutional/Other	3.0 MGD
Total DCI	**39.4 MGD**
Average Design Flow	40 MGD
Peak DCI Flow (peaking factor = 1.5)	61 MGD
Peak Hourly Flow (pf = 1.8)	42 MGD
PEAK DESIGN FLOW	**61 MGD**

The previous peak design flow was estimated prior to the improvements to the Water Utility over the past year. According to the previously approved PER, with the present improvements taking place, the existing water treatment system and storage facilities will have adequate capacity to satisfy demand and treat raw water within the state requirements during the twenty year study period. The raw water pumping capacity of the St. Joe Dam will be established as the firm capacity of 140 MGD as result of the reliability of the new pumping equipment.

CHAPTER IV –EVALUATIONS OF ALTERNATIVES

In this Chapter we will discuss all the alternatives originally set forth for the previous projects, as well as for each of the four amended projects. By evaluating each alternative, we can better provide information for the high priorities for each of the needed improvements.

The improvements needed with the distribution system include the replacement of older mains that have been subject to customer complaints and high maintenance via breaks. The future implementation of the NW Feeder Main is high priority project that requires further design to analyze the most efficient way to supply the northwest pump station.

Continued improvements are also necessary at the Three Rivers Water Filtration Plant to improve the quality of the water, ease of operations, through updating filters to replacing mechanical components to help run and operate the City of Fort Wayne's important Water Utility.

A. FEASIBLE ALTERNATIVES

Several alternatives will be evaluated for additional improvements within the existing distribution system and at the Three Rivers Water Filtration Plant. These include the following:

- No Action
- Optimal Operation of Existing Facilities
- Distribution System Improvements/Replacement
- Existing Water Treatment Plant
- New Water Treatment Plant
- Storage System Upgrades/Expansion
- Phasing

1. No Action

The "No Action" alternative is not a viable alternative for the City of Fort Wayne either at the Filtration Plant or within the distribution system. The "No Action" alternative would continue the cycle of continuous problems of water main breaks and quality complaints calling for increased maintenance of a failing distribution system. As for the existing Filtration Plant, the upkeep of this facility is vital for the City of Fort Wayne to survive and grow, as well as be in compliance with the Ten State Standards. The neglect of this facility would result in increased equipment breakdowns and the eventual collapse of the City's method of Water treatment.

2. Optimal Operation of Existing Facilities

This alternative would call for recommended improvements to the Three Rivers Water Filtration Plant to help with operation of the plant by updating existing filters and maintaining the mechanical integrity of older, worn out parts that make the equipment run smoothly throughout the plant. In implementing these improvements, the optimal operation of the Three Rivers Water Filtration Plant would improve the quality of water throughout the distribution system. The required improvements to the facility however will have no impact on the deterioration of the City's existing system of distribution mains.

3. Distribution System Improvements/Replacement

One of the alternatives within this report is the design of a Northwest Feeder Main continuing from the terminus of the original Phase 1 by the Science Central building to a point near Fernhill Avenue. Future extensions would bring additional feeder main capacity to the north side of I-69 connecting at Sharon Drive to an existing 24" water main near the Northwest Pump Station. This alternative when implemented would improve the quality and pressure of water to the Northwest Pump Station.

Another alternative that is in step with the City's goal to annually update sections of deteriorating water main would be the replacement of additional existing water mains on the southeast side of the City. The following areas were chosen for replacement because of the influx of complaints about quality from the customers in the area coupled with the increasing maintenance calls to the region for water main breaks:

Capitol/Maple Grove Avenue from Hessen Cassel Road to Werling Drive (6 inch main, 4,500 feet), Devonshire Drive from Ashcroft Drive to Maple Grove Avenue (6 inch main, 1,530 feet), Austin Drive from Schaper Drive to Andre Lane (6 inch main, 1,250 feet), Schaper Drive from Woodsdale Lane to Maple Grove Avenue (6 inch main, 2,420 feet), Winters Street from Pettit Avenue to Capitol Avenue (6 inch main, 1,130 feet), Reed Street from Pettit Avenue to McKinnie Avenue (6 inch main, 2,640 feet), Holton Avenue from Capitol Avenue to Pettit Avenue (6 inch main, 1,130 feet), Marcy Lane & Priscilla Lane between Werling Drive to McMillen Park Drive (6 inch main, 3,100), Capitol Avenue from Holton Avenue to Winter Street (6 inch main, 650 feet), McMillen Park Drive from Schaper Drive to McKinnie Avenue (6 inch main, 1,525 feet), Winston Drive from Schaper drive to Andre Lane (6 inch main, 1,250 feet), Woodsdale Lane from Maple Grove Avenue to Schaper Drive (6 inch main, 775 feet), and Marvin Drive from Austin Drive to Andre Lane (6 inch main, 900 feet). These mains are being replaced as a portion of the City's Annual Water Distribution Main Improvement Program.

4. Existing Water Treatment Plant

Currently, the City is upgrading and expanding the Three Rivers Water Filtration Plant. The current upgrades set forth in the original PER include replacing filter valves, actuators and associated control instruments that regulate influent flow, effluent flow, backwash water and draining operations on various filters. These improvements will increase the consistency and reliability of the appurtenances that control the filters. Two thirds of the filters at the plant are more than 50 years old and equipment associated with these filters is in need of replacement or rehabilitation.

The design process has also been completed for adding a West Reservoir; a 10 million gallon storage reservoir adjacent to the existing reservoir and be connected to the new North Pump Building. The North Pump Building is also currently being constructed and will house new pumps for the existing 20 million gallon underground reservoir which will increase the useable volume and to utilize current technologies that would enhance the reliability of the Plant's high service pumping.

Another improvement that is being completed at the Filtration Plant is the Lime Sludge Facilities' pumps and pipes replacement. This project included improving the conditions of several lime sludge pumping areas in the plant by replacing pumps, adding redundancy to pumping operations, and improving piping and lime sludge draw-off and pumping controls.

The last upgrade was made at the St. Joe Dam Pumping Station. A new electrical building and facility housing a new diesel, emergency backup generator to come on line in emergency situations and be able to maintain the St. Joe Dam Pumping Station operations for an extended period of time.

Included within **Appendix "C"** are photos associated with the current projects funded in whole or in part by the SRF funds secured by the 2006 Water PER.

5. New Water Treatment Plant

Construction of a new water treatment plant is not feasible and not needed after all the present improvements are completed to the Three Rivers Water Filtration Plant. The original facility is a historic structure and cannot be abandoned.

6. Storage System Upgrades/Expansion

As previous mentioned, the design for a 10 million gallon reservoir; the West Reservoir, located at the Three Rivers Water Filtration Plant is completed and waiting for financing through future bonds. This new reservoir project would also

create capability to relocate existing disinfection points and would include baffling for contact time for disinfection process.

7. Phasing

The previously approved projects, as well as the new projects set forth in this Addendum #1 will be designed and constructed in phases. Design and bidding will proceed as the projects are ready and several construction contracts will be let to implement the different types of work required for the proposed Water Utility Improvements. Both Filtration Plant projects and the replacement water main projects will each bid separately. The only project that will not bid at the present time will be the Distribution System Improvements - NW Feeder Main project which will only includes a design phase at this time.

B. RECOMMENDED ALTERNATIVE

The recommended alternative for the amended Water Utility Improvements for the City of Fort Wayne includes the following additional improvements: Three Rivers Water Filtration Plant Improvements, the design only of the proposed NW Feeder Main and Distribution System Improvements – Anthony Wayne – Mt. Vernon Water Main Replacement within the existing distribution system. These projects include the following:

1. **Filtration Plant #3 - Replacement Flocculation Bearings & Shafts**

This project is located at the Three Rivers Water Filtration Plant. Improvements at the existing Filtration Plant #3 include the design and construction of the replacement of the existing flocculation equipment bearings and shafts.

2. **Filtration Plant #1 - Filter Improvements**

This project is also located at the Three Rivers Water Filtration Plant. The recommended plan for Filter Improvements includes the development of a preliminary engineering report that evaluates operational and capital solutions to current underdrain growth, blowouts and potential best replacement bottoms. It also includes the installation of a pilot filter underdrain – media replacement to evaluate its potential for wholesale replacement of filter components.

3. **Distribution System Improvements - NW Feeder Main**

The proposed Northwest Feeder Main consists of the planning and design

associated with the future installation of approximately 7,750 lineal feet of 24" water main connecting the Filtration Plant to the Fernhill Avenue area. Potential future projects include the extension of this main all the way to the Northwest Pump Station located on the east side of Lima Road just north of Ludwig Road. According to the layouts associated with the Northwest Feeder Main Route Study done in 2002, portions of the proposed feeder main have already been implemented beginning at the Three Rivers Water Filtration Plant. The constructed Phase I segment of main begins at the plant and travels west to Spy Run Avenue and then north on Spy Run Avenue to an area (Science Central) just to the south of Elizabeth Street. The planning and design of subsequent phases of the proposed feeder main is anticipated to follow a route in which the main will travel from its current terminus to the west of the intersection of Elizabeth Street and Clinton Street in an abandoned railroad right-of-way previously disturbed by construction and then north in the abandoned railroad right-of-way to Fernhill Avenue.

4. **Distribution System Improvements - Anthony Wayne - Mount Vernon Water Main Replacement**

In conjunction with the City's goal to replace poorly performing, aging water distribution main, the following areas have been identified as high priorities for replacement of the existing, aging cast iron water mains: Capitol/Maple Grove Avenue from Hessen Cassel Road to Werling Drive (6 inch main, 4,500 feet), Devonshire Drive from Ashcroft Drive to Maple Grove Avenue (6 inch main, 1,530 feet), Austin Drive from Schaper Drive to Andre Lane (6 inch main, 1,250 feet), Schaper Drive from Woodsdale Lane to Maple Grove Avenue (6 inch main, 2,420 feet), Winters Street from Pettit Avenue to Capitol Avenue (6 inch main, 1,130 feet), Reed Street from Pettit Avenue to McKinnie Avenue (6 inch main, 2,640 feet), Holton Avenue from Capitol Avenue to Pettit Avenue (6 inch main, 1,130 feet), Marcy Lane & Priscilla Lane between Werling Drive to McMillen Park Drive (6 inch main, 3,100), Capitol Avenue from Holton Avenue to Winter Street (6 inch main, 650 feet), McMillen Park Drive from Schaper Drive to McKinnie Avenue (6 inch main, 1,525 feet), Winston Drive from Schaper drive to Andre Lane (6 inch main, 1,250 feet), Woodsdale Lane from Maple Grove Avenue to Schaper Drive (6 inch main, 775 feet), and Marvin Drive from Austin Drive to Andre Lane (6 inch main, 900 feet). Within this area (**Figure 4**), there has been a history of water main breaks and unusually high water quality complaints which have been prioritized and evaluated for proposed improvements.

CHAPTER V – EVALUATION OF ENVIRONMENTAL IMPACTS

For the purposes of an environmental evaluation of the proposed projects, we will attempt to document negative impacts the projects may cause to the surrounding environment and environmental resources. The following environmental information will set forth mitigation measures outlined in similar responses to previous project's requests for environmental impacts documentation and will be implemented to minimize potential negative environmental impacts associated with the proposed sanitary sewer system improvements projects.

A. Direct Impacts

1. Prime Agricultural Farmland

The major land use in the areas surrounding the City of Fort Wayne is agricultural, with the main farm enterprises being the production of cash grain crops and raising of livestock. The majority of land use is residential, commercial and industrial.

The Projects will not be constructed in or across prime farmland and should not cause any short-term or long-term impacts to farmland. Again, Farmland Conversion Impact Rating Form AD – 1006 has been completed and sent to the State Conservationist for evaluation. Most of the Planning Area outside of the City is under cultivation. It should be noted that a review of the Indiana GIS Atlas indicates that between 60% and 100% of the agricultural land within Allen County falls within the Prime Agricultural Farmland category.

a. Soils & Geology

The soils and geology of the various project areas will not be adversely impacted by the proposed Water Utility Improvements projects. **Figures 6A, 6B, & 6C** set forth the project areas on appropriate USDA Soils Maps.

Farmland Conversion Impact Rating Form AD - 1006 has been completed and sent to the State Conservationist for evaluation. The completed form was returned dated October 15, 2008 and indicated that the proposed project sites and routes do not contain prime, unique, statewide or local important farmland. See **Appendix "E"** for the completed Farmland Conversion Form, in addition to correspondence from the State Conservationist. Again, the City intends to have an archaeological reconnaissance survey in every area of undisturbed ground to ensure compliance with IDNR-SHPO.

The project areas will comply with IDEM's Rule 5 requirements with respect to the mitigation of soil erosion and a detailed plan will be submitted for

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 6A - THREE RIVERS WATER FILTRATION PLANT
IMPROVEMENTS - SOILS MAP

COMMONWEALTH ENGINEERS, INC.

FIGURE

6A

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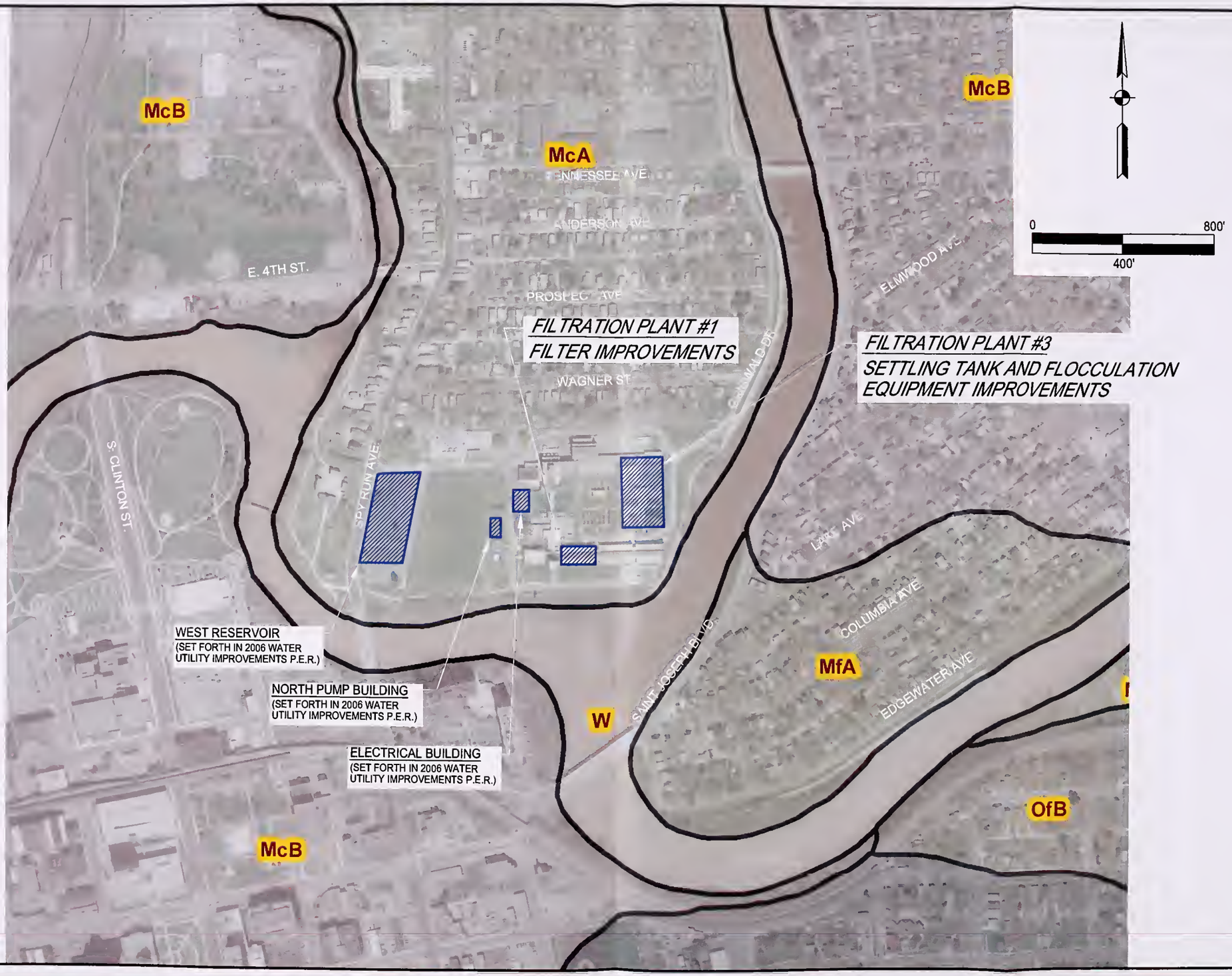


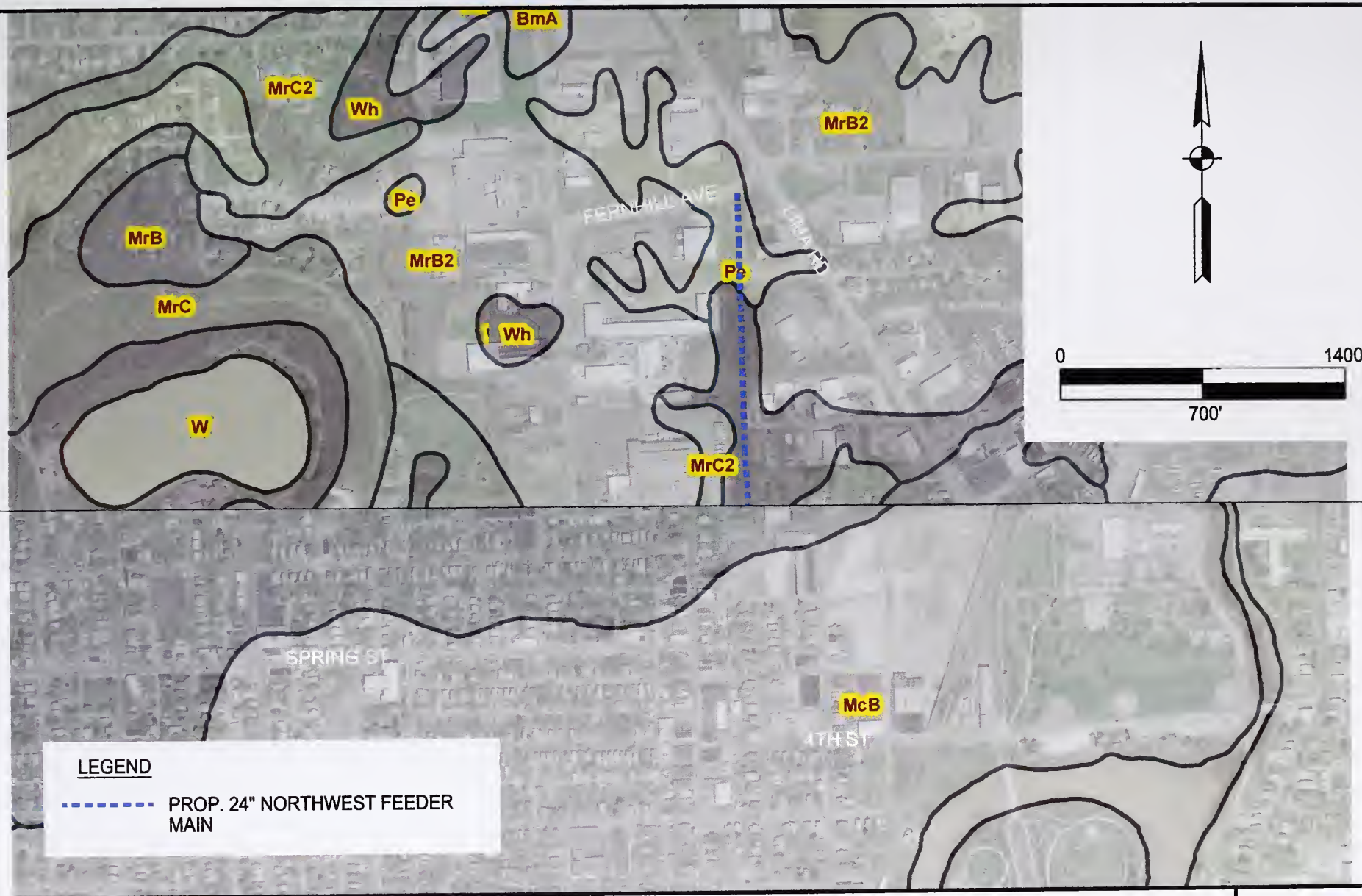
CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 6A - THREE RIVERS WATER FILTRATION PLANT
IMPROVEMENTS - SOILS MAP

COMMONWEALTH ENGINEERS, INC.

FIGURE

6A



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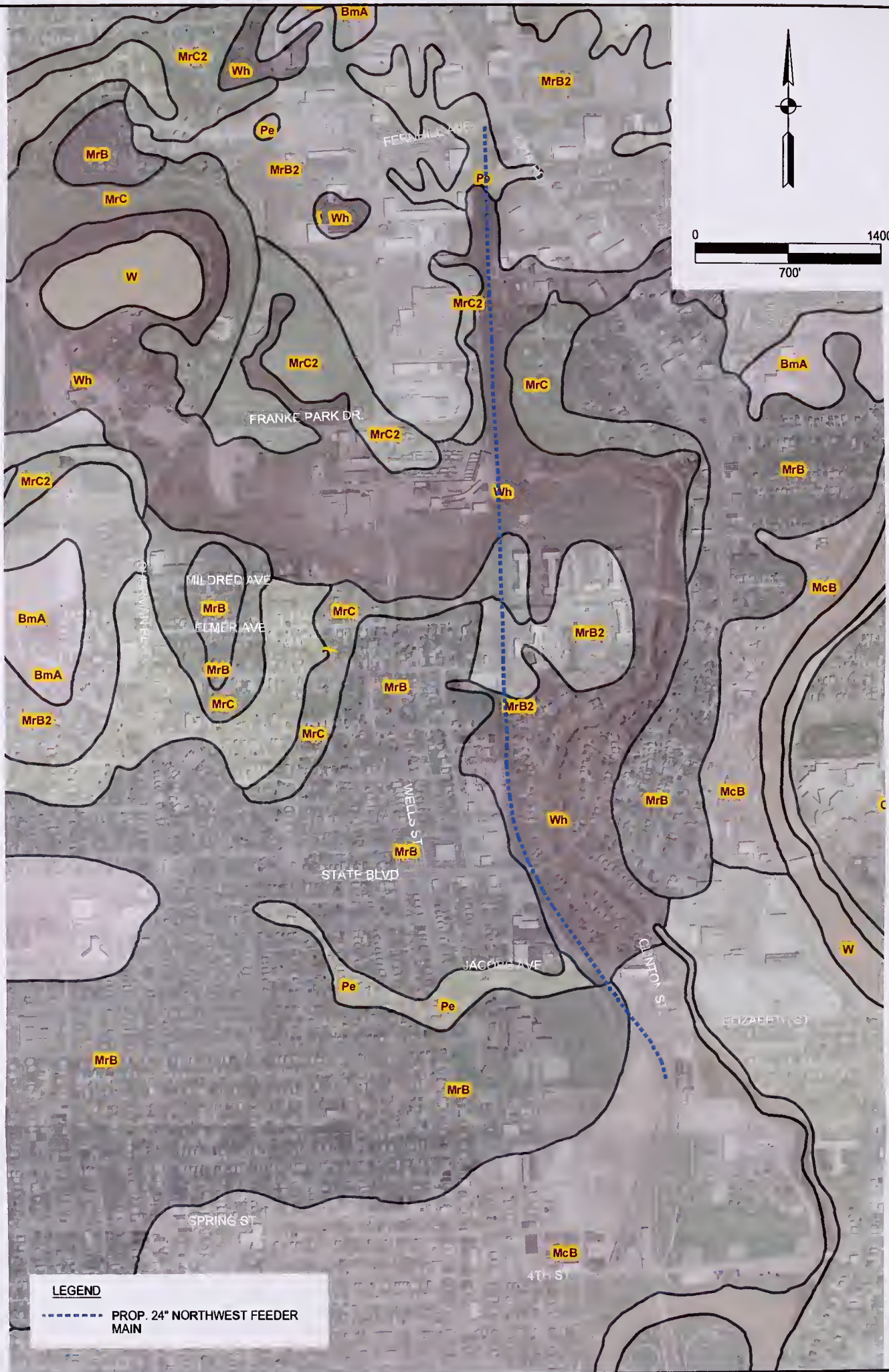
CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 6B - DISTRIBUTION SYSTEM IMPROVEMENTS - NORTHWEST FEEDER MAIN - SOILS MAP

FIGURE
6B



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CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 6B - DISTRIBUTION SYSTEM IMPROVEMENTS - NORTHWEST FEEDER MAIN - SOILS MAP

FIGURE

6B

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 6C - DISTRIBUTION SYSTEM IMPROVEMENTS - ANTHONY WAYNE - MT. VERNON WATER MAIN REPLACEMENT - SOILS MAP

COMMONWEALTH ENGINEERS, INC.

FIGURE

6C

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 6C - DISTRIBUTION SYSTEM IMPROVEMENTS - ANTHONY WAYNE - MT. VERNON WATER MAIN REPLACEMENT - SOILS MAP

COMMONWEALTH ENGINEERS, INC.

FIGURE

6C

approval with the completed construction plans and specifications. Mitigation measures cited in typical comment letters from the Indiana Department of Environment Management concerning the use of straw bale barriers, silt fencing or earthen berms to prevent soil erosion will be incorporated into the erosion control plans and specifications and implemented during construction. Careful preparation of the plans and specifications will ensure that soil erosion is kept to a minimum.

The types of soils were taken from the Soil Survey of Allen County, Indiana. Detailed descriptions of the various soils shown can be found in the soils survey, available from the Soil Conservation Service.

The soils in the Fort Wayne area are generally of the Blount-Pewamo and the Morley-Blount series. The Blount-Pewamo association covers the largest amount of area. Described as nearly level, these somewhat poorly drained and very poorly drained soils are silty and clay soils on till plains and moraines. The Morley-Blount series is described as nearly level to steep, deep, and moderately well and somewhat poorly drained.

It is not expected there will be any detrimental long term impacts to the soils from the addition of water mains to the areas shown. Short term impacts only relate to excavation for water main installation. Appropriate erosion control and surface restoration methods will be required during construction.

The following **Table 6** is a description of the soils located in the proposed project Service areas.

Table 6
Soils Classifications

Service Area	Soil Type	Map Unit Name
Three Rivers Filtration Plant	McA	Martinsville loam, 0 to 2 percent slopes
Northwest Feeder Main Route	McB	Martinsville loam, 2 to 6 percent slopes
	MrB	Morley silt loam, 2 to 6 percent slopes
	MrB_2	Morley silt loam, 2 to 6 percent slopes, moderately eroded
	MrC	Morley silt loam, 6 to 12 percent slopes
	MrC_2	Morley silt loam, 6 to 12 percent slopes, moderately eroded
	Pe	Pewamo silty clay loam
	Wh	Washtenaw

Replacement Mains	BmA MrB_2 Pe	Blount silt loam, 0 to 2 percent slopes Morley silt loam, 2 to 6 percent slopes, moderately eroded Pewamo silty clay loam

b. Disturbed Land

The Water Utility Improvements Projects will be constructed on previously disturbed land except as where indicated in each project area.

c. Topography & Elevations

Allen County is in the Eastern Lake section and the Till Plains section of the Central Lowland physiographic. Relief ranges from level to rolling or strongly sloping. The City of Fort Wayne is located in the Lake Erie watershed. The City of Fort Wayne is drained primarily by the Maumee River which is formed by the confluence of the St. Mary's River and the St. Joe River. The elevations around the area vary from approximately 755 feet above mean sea level on the banks of the St. Joe River by the Three Rivers Filtration Plant to 810 feet on the southeast side of the City at the water main replacement service area. The topography of the planning area can be seen on **Figures 7A, 7B, & 7C.**

The following is a description of the topography and elevations at each location of project service areas:

Three Rivers Water Filtration Plant Improvements

The elevation ranges between 755 and 760 feet above mean sea level at the site. The site is generally flat throughout. Improvements would be confined to existing filters or filtration plant components and would involve general replacement in kind to existing facilities.

Distribution System Improvements - NW Feeder Main

The elevations along the route for the proposed northwest feeder main are gently rolling throughout ranging from 755 to 800 feet above mean sea level. The proposed project involves the design only of the proposed improvements so no actual construction would occur with respect to this feeder main extension. It should be noted that we have included graphics of the proposed route for environmental vetting such that a thorough analysis of the

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 7A - THREE RIVERS WATER FILTRATION PLANT
IMPROVEMENTS- TOPOGRAPHY MAP

COMMONWEALTH ENGINEERS, INC.

FIGURE

7A

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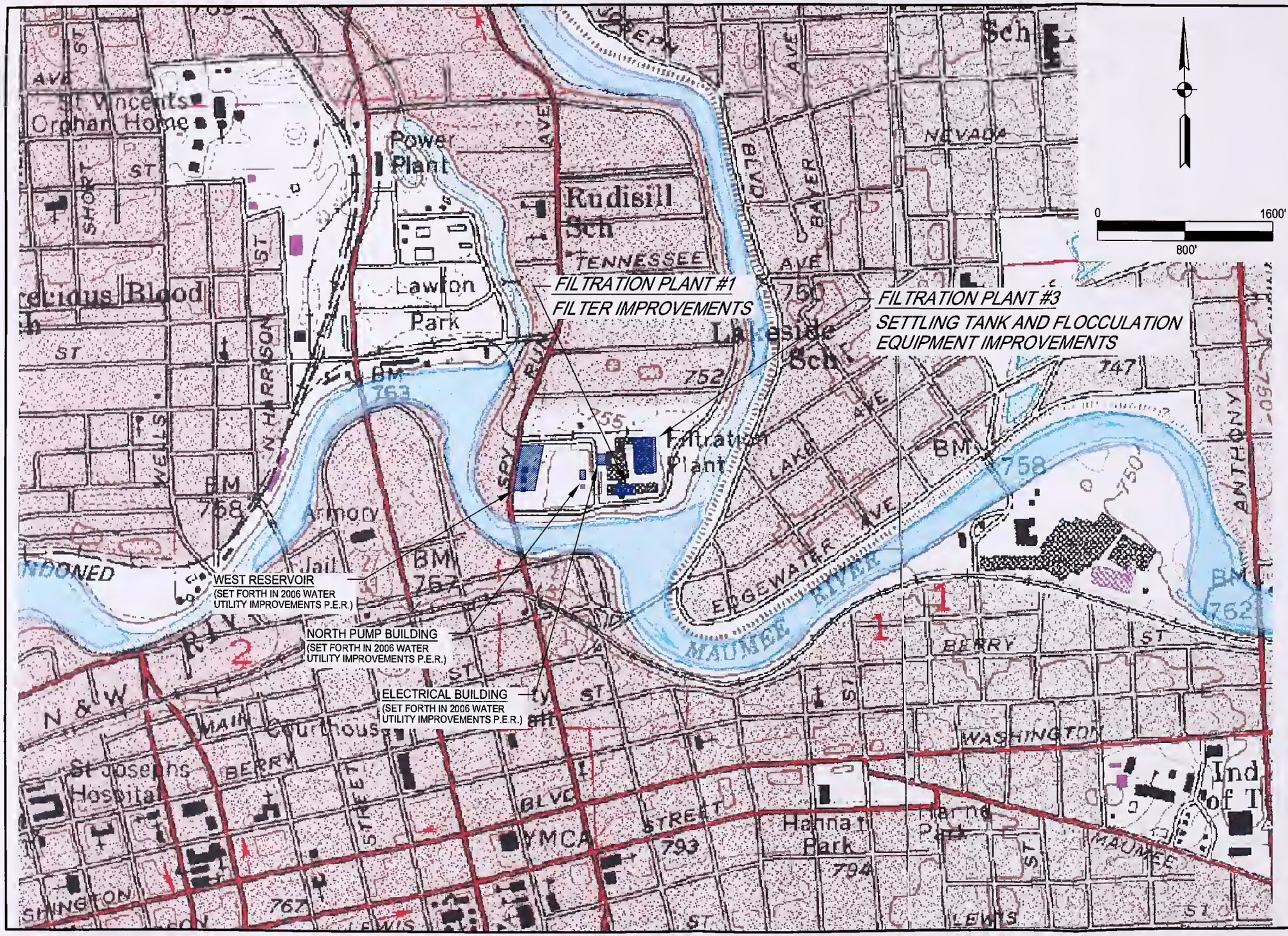

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 7A - THREE RIVERS WATER FILTRATION PLANT IMPROVEMENTS- TOPOGRAPHY MAP

COMMONWEALTH ENGINEERS, INC.

FIGURE

7A

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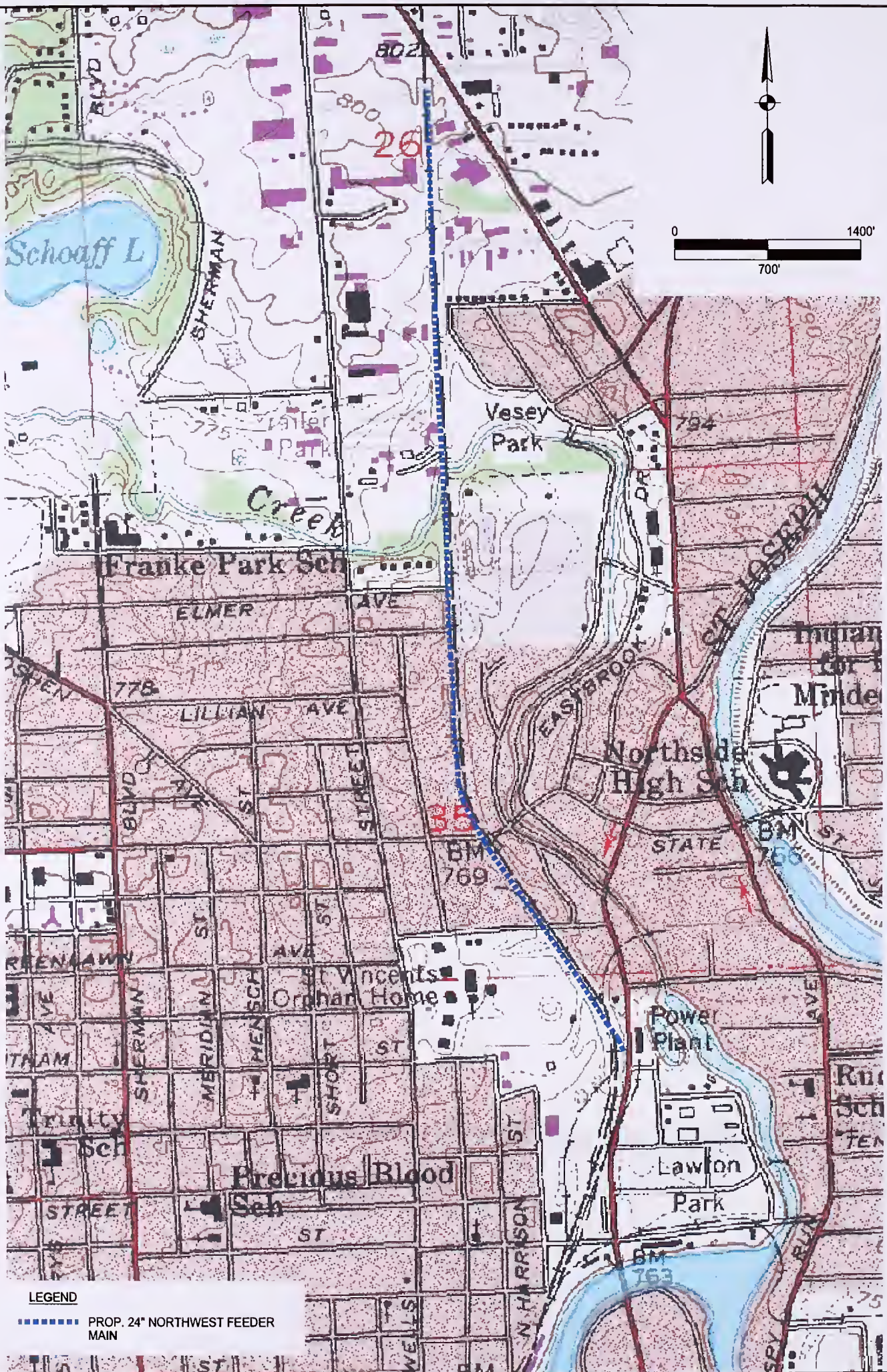
COMMONWEALTH ENGINEERS, INC.

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 7B - DISTRIBUTION SYSTEM IMPROVEMENTS - NORTHWEST FEEDER MAIN - TOPOGRAPHY MAP

FIGURE
7B



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CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 7B - DISTRIBUTION SYSTEM IMPROVEMENTS - NORTHWEST FEEDER MAIN - TOPOGRAPHY MAP

FIGURE
7B

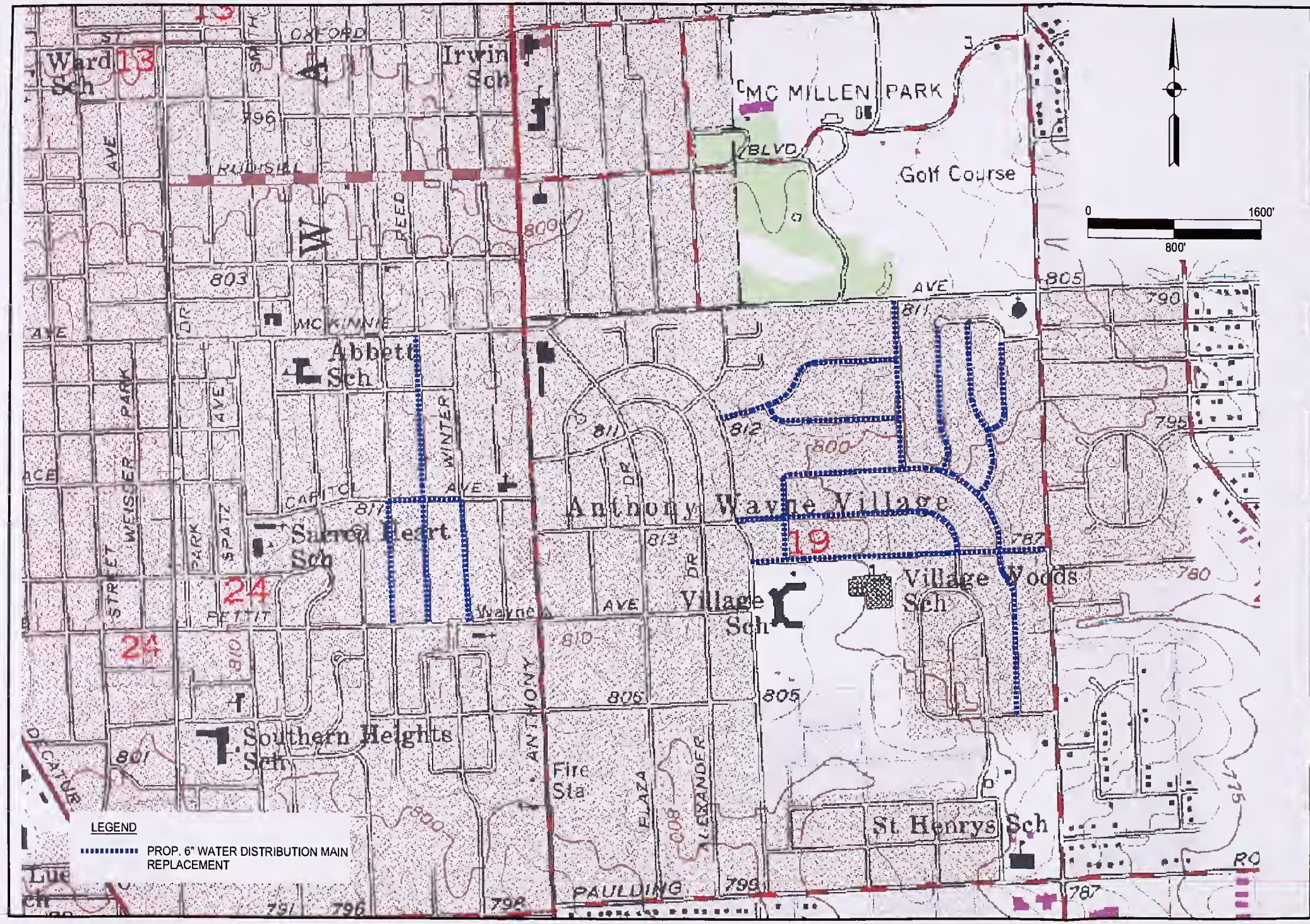
CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 7C - DISTRIBUTION SYSTEM IMPROVEMENTS - ANTHONY WAYNE - MT. VERNON WATER MAIN REPLACEMENT -TOPOGRAPHY MAP

COMMONWEALTH ENGINEERS, INC.

FIGURE

7C



CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 7C - DISTRIBUTION SYSTEM IMPROVEMENTS - ANTHONY WAYNE - MT. VERNON WATER MAIN REPLACEMENT -TOPOGRAPHY MAP

COMMONWEALTH ENGINEERS, INC.

FIGURE

7C

proposed extension could take place assuming project utilizes future SRF funding for its implementation.

Distribution System Improvements - Replacement Main Area

The elevations in the Anthony Wayne – Mount Vernon area range from 790 to 810 feet above mean sea level. It should be noted that the replacement mains lie entirely within pavement areas and will be constructed by directional drilling. All existing mains scheduled for replacement will be abandoned in place.

2. Air Quality

Generally, air quality will be impacted during the construction phase by exhaust from construction equipment, in addition to dust and particulate matter from the exposed soil primarily resulting from vehicle traffic. Open burning of construction debris will not be permitted. Mitigation measures typically cited in comment letters from the Indiana Department of Environment Management, the Indiana Department of Natural Resources and the U.S. Fish & Wildlife Service will be implemented. We evaluated air quality impacts based upon conformance with applicable rules under Title 326 Articles 1, 2, 6, 7 & 8 which are the Federal 1990 Clean Air Act Amendments.

a. Construction Activity

To minimize non-conformance with 326 IAC 6-4, "Fugitive Dust Emissions", reasonable and proper construction techniques and clean-up practices will be provided. In addition, wetting, sweeping streets and/or chemical stabilizers (calcium chloride) will be used to control dust generated during all phases of the proposed projects. Please note that 326 IAC 6-4-6(3) provides for an exception of the Rule "... from construction or demolition activity where every reasonable precaution has been taken in minimizing fugitive dust emissions." Exhausts of construction equipment will be required to have mufflers for noise and air pollution abatement.

b. Clean Air Act Title I – Nonattainment

Allen County, Indiana is not considered a Nonattainment, Maintenance or At Risk Area as defined under the 1990 Clean Air Act Amendments and is not subject to a State Implementation Plan (SIP) to inventory VOC emission sources and establish requirements of Reasonable Available Control Technology (RACT). The project area does not lie within an air quality maintenance area, therefore, there is no monitoring of the air and

topographical or meteorological conditions will not hinder the dispersal of any air emissions.

c. Clean Air Act Title III – Hazardous Air Pollutants

Title III calls for a program to prevent accidental releases of hazardous air pollutants from facilities. We do not anticipate the use of chemicals in the Water Utility Improvements Projects that may release hazardous air pollutants as defined by EPA's Hazardous Air Pollutant Listing. If potential hazardous pollutants are used on the proposed project, we will require monitoring, record keeping, reporting, vapor recovery, secondary containment, design, equipment, work practices and operation according to Federal standards.

d. Clean Air Act Title V - Permits

Title V creates a new operating permit program that applies to all major sources under Title I and III. The Water Utility Improvement Projects is not a major source under these regulations.

3. Groundwater Hydrology

Groundwater in the project service area will not be impacted by the proposed projects. In most areas of the City, the seasonal high groundwater levels are greater than 10 feet. Impacts from a high groundwater table with respect to the proposed Water Utility Improvements Projects may include the need for dewatering during excavation of trenches. Special precautions will be required to protect the surrounding receiving streams and ditches from soil erosion during the construction phase of the projects. No sole source aquifers will be affected by the proposed project. We also do not anticipate that high groundwater will be an issue during the construction phases of the proposed projects. The contractor will comply with all of the provisions of IDEM's Rule 5 with respect to erosion control measures. Mitigation measures concerning soil erosion cited in typical comment letters from IDEM and the Indiana Department of Natural Resources will be implemented during construction.

4. Sole Source Aquifer

The projects will not affect any sole source aquifer.

5. Drinking Water supplies

The projects will not affect any potable water supplies on a long term basis.

6. Floodways

The Federal Emergency Management Agency (FEMA) completes comprehensive flood studies for the Service Areas. These studies use standard hydrologic and hydraulic computer models to find out the potential flooding from each riverine flooding source.

FEMA defines a floodway and a floodway fringe within their modeling and flood management system. A floodway is the channel of a stream and adjacent floodplain area that must be kept free of encroachment to carry the100-year flood without substantial increases (> 0.1 ft.) in flood height. The floodway fringe is the area between the floodway and the natural 100-year floodplain boundary. The floodway fringe could be completely obstructed without increasing the water surface elevation of the 100-year flood. We need to take floodways into consideration in the planning of any project. In the Service Areas, floodways, as defined by FEMA, exist along and within select streams described under each of the service areas. Notably, within the NW Feeder Main service area, there are areas where floodway exists, it should be noted that the design of "critical" facilities with respect to this project will be constructed outside of said floodway or at an elevation above the level of the 100-year floodplain. We show in **Figures 8A, 8B, & 8C** the floodways identified and defined by FEMA within and adjacent to the proposed project sites.

Efforts will be made to limit impacts on the floodway. The vegetation will be restored following the completion of construction and no other structures will be constructed within the floodway by the proposed project. In addition, the Lake Michigan coastal zone will not be affected by the Water Utility Improvements Projects. Special precautions will be required to protect the surrounding receiving streams and ditches from soil erosion during the construction phase of the project. Once again, the contractor will comply with all of the provisions of IDEM's Rule 5 with respect to erosion control measures. Mitigation measures concerning soil erosion cited in typical comment letters from IDEM and the Indiana Department of Natural Resources will be implemented during construction.

7. Wetlands

The Federal government defines wetlands as areas:

a. with hydric soil (soil formed in the presence of water), and
b. water at or near the ground surface long enough in the growing season to support hydrophytic vegetation.

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 8A - THREE RIVERS WATER FILTRATION PLANT
IMPROVEMENTS- FLOODPLAINS MAP

COMMONWEALTH ENGINEERS, INC.

FIGURE

8A

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 8A - THREE RIVERS WATER FILTRATION PLANT
IMPROVEMENTS- FLOODPLAINS MAP

COMMONWEALTH ENGINEERS, INC.

FIGURE

8A

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CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 8B - DISTRIBUTION SYSTEM IMPROVEMENTS - NORTHWEST FEEDER MAIN - FLOODPLAINS MAP

FIGURE
8B

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CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 8B - DISTRIBUTION SYSTEM IMPROVEMENTS - NORTHWEST FEEDER MAIN - FLOODPLAINS MAP

FIGURE

8B

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 8C - DISTRIBUTION SYSTEM IMPROVEMENTS - ANTHONY WAYNE - MT. VERNON WATER MAIN REPLACEMENT - FLOODPLAINS MAP

COMMONWEALTH ENGINEERS, INC.

FIGURE

8C

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 8C - DISTRIBUTION SYSTEM IMPROVEMENTS - ANTHONY WAYNE - MT. VERNON WATER MAIN REPLACEMENT - FLOODPLAINS MAP

COMMONWEALTH ENGINEERS, INC.

FIGURE

8C

Wetlands are considered the single most productive type of wildlife habitat in the United States. We try to avoid utility construction through a wetland for a variety of reasons. First, the construction problems related to access, dewatering the construction site, and providing a solid base for piping can increase construction costs. Maintenance of a utility in wetlands is also a problem for these same reasons. Maintenance costs are usually higher for utilities in wetlands. The pipe would be below the groundwater level for much of the year and may move in the ground more with soil motion, decreasing useful pipe life. New Water Facilities are typically not prone to clear water infiltration in wetlands due to the high groundwater level.

There are also permitting difficulties related to construction in wetlands. These difficulties originate from efforts by regulatory agencies to maintain the environmental function of the wetland and time constraints in receiving permits. Environmental functions of wetlands include flood control, groundwater recharge, water purification, wildlife habitat, and recreational opportunities. Any permit issued for construction activity within a wetland may require mitigation for the replacement of the habitat lost from the construction activity. Mitigation would include the restoration or creation of wetlands at least as large as the site affected. Obtaining construction permits in wetland areas when other upland sites are available is also difficult.

We reviewed the National Wetlands Inventory Maps of the Service Areas to identify wetlands that might be affected by the Water Utility Improvements Projects. No structures associated with the proposed projects will be constructed on Wetlands identified on the NWI maps. Mitigation measures to lessen impacts to wetlands during construction typically cited in comment letters from the Indiana Department of Environment Management, the Indiana Department of Natural Resources and the U.S. Fish & Wildlife Service will be implemented. Permits will be solicited, if necessary, from the Army Corps of Engineers and the IDNR.

We have included as **Figures 9A, 9B, & 9C** a copy of the National Wetlands Inventory Map on which we have depicted the proposed project locations.

8. Surface Water Hydrology

a. Outstanding State Resources Waters, Exceptional Use Streams, Natural & Scenic Rivers

There is one outstanding state resources waters in Allen County. The southern part of Cedar Creek -- from river mile 13.7 (at County Road 68 in DeKalb County) to its confluence with the St. Joseph -- is designated by the Indiana Department of Environmental Management as "an outstanding state resource" [327 IAC 2-1-2]. The purpose of the designation is to maintain

NT #3

ND FLOCCULATION

OVEMENTS

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 9A - THREE RIVERS WATER FILTRATION PLANT
IMPROVEMENTS- WETLANDS MAP

COMMONWEALTH ENGINEERS, INC.

FIGURE

9A

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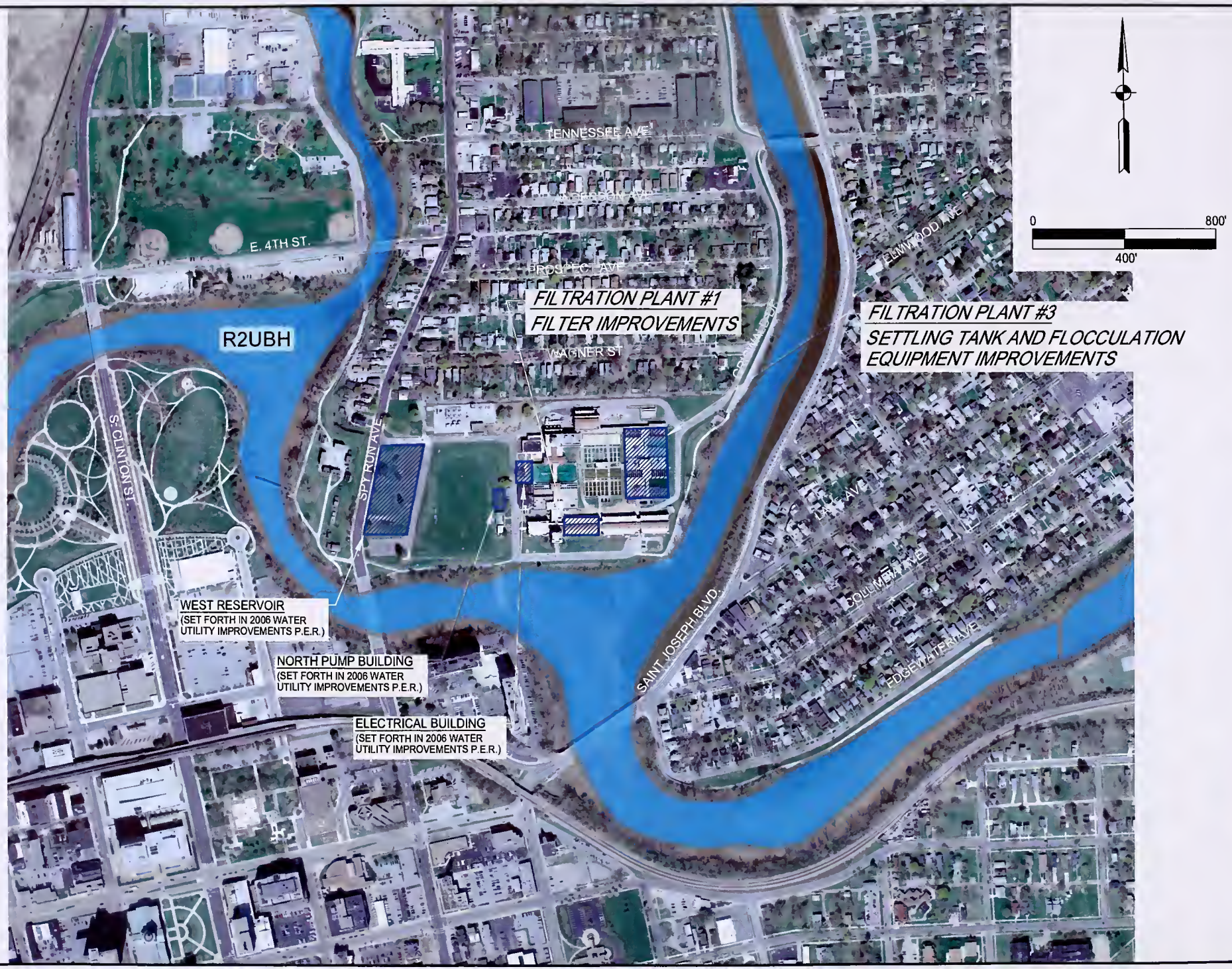

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 9A - THREE RIVERS WATER FILTRATION PLANT
IMPROVEMENTS- WETLANDS MAP

COMMONWEALTH ENGINEERS, INC.

FIGURE

9A

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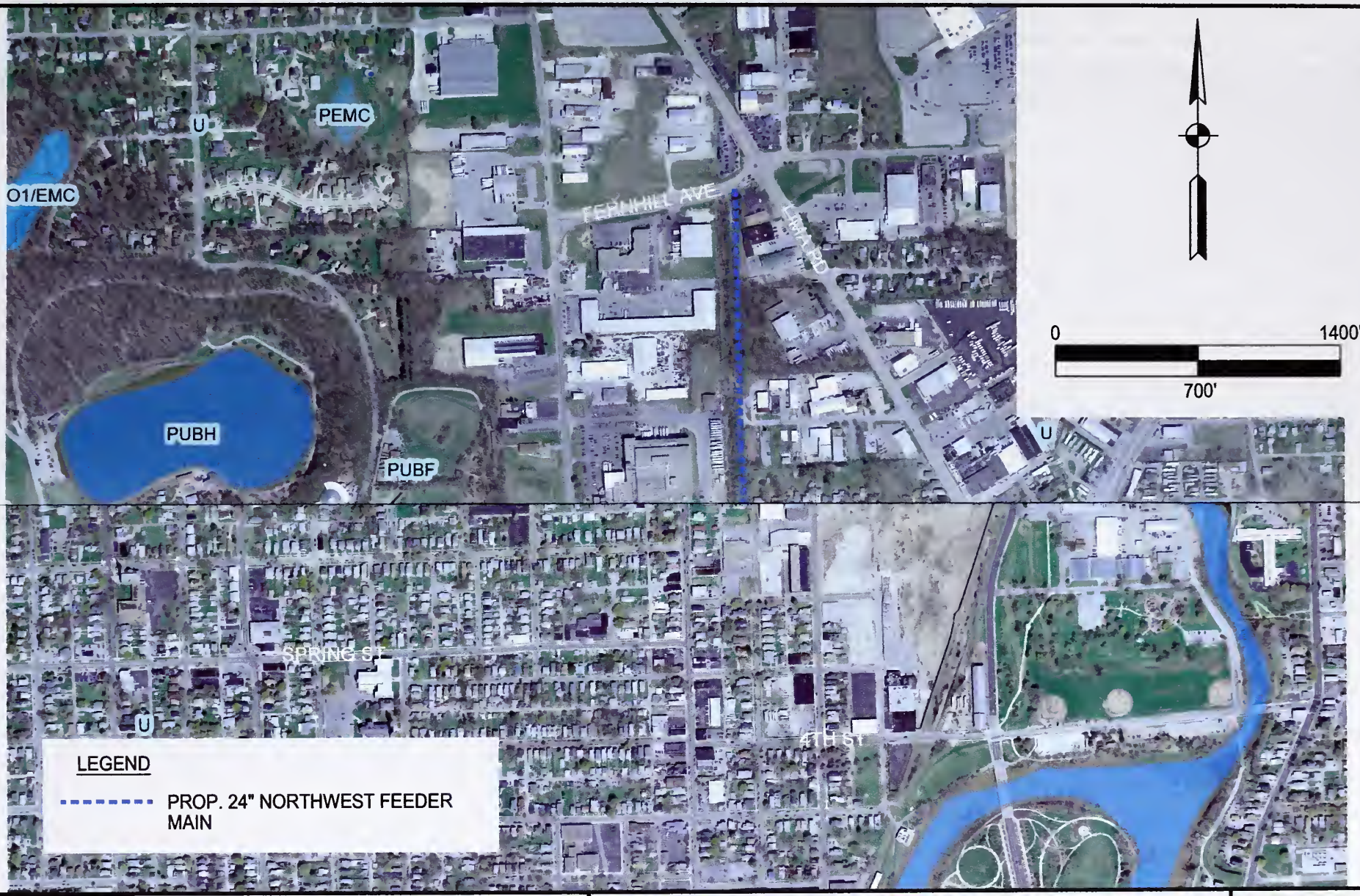

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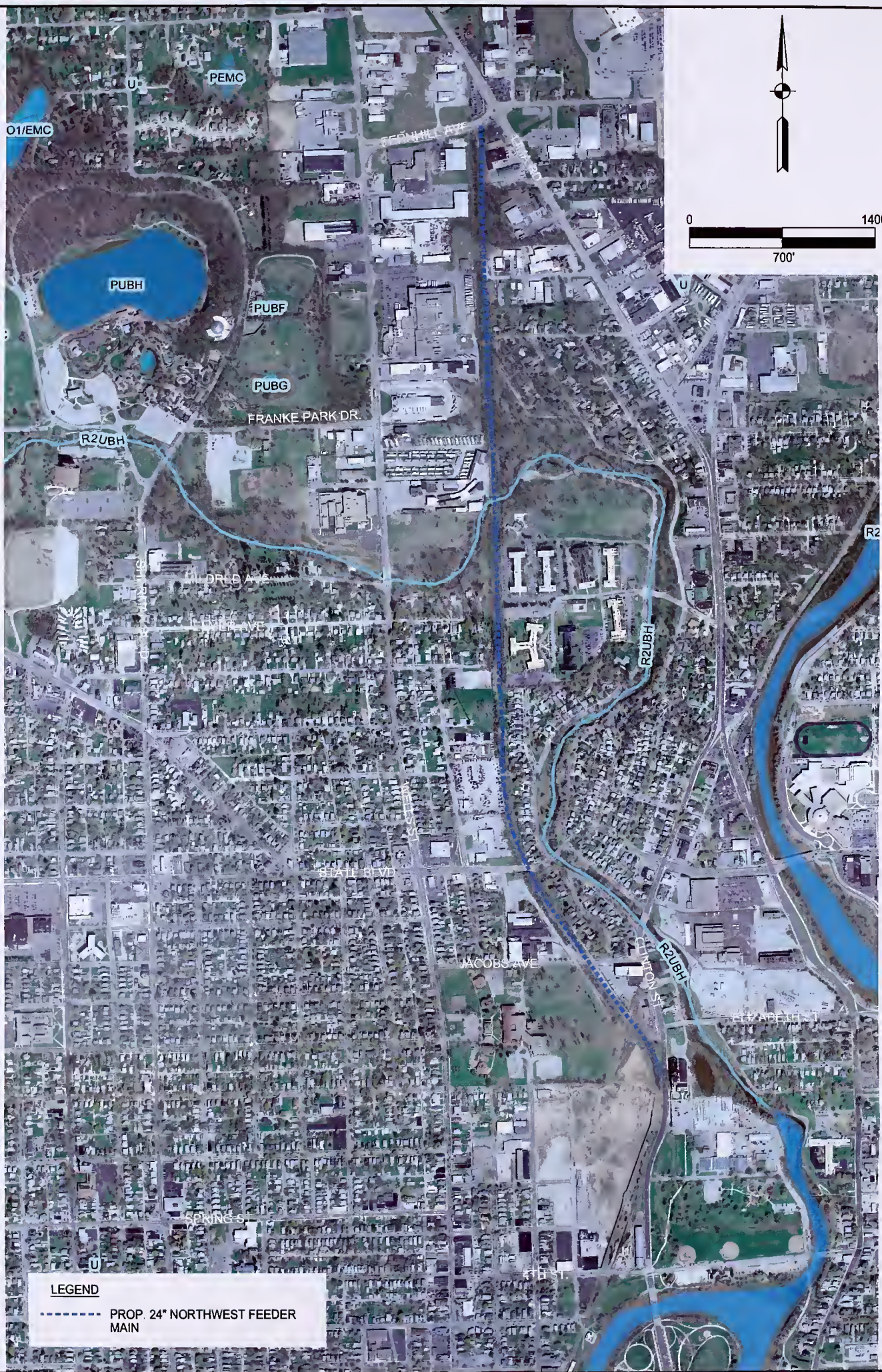
CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 9B - DISTRIBUTION SYSTEM IMPROVEMENTS - NORTHWEST FEEDER MAIN - WETLANDS MAP

FIGURE
9B



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CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 9B - DISTRIBUTION SYSTEM IMPROVEMENTS - NORTHWEST FEEDER MAIN - WETLANDS MAP

FIGURE

9B

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 9C - DISTRIBUTION SYSTEM IMPROVEMENTS - ANTHONY WAYNE - MT. VERNON WATER MAIN REPLACEMENT - WETLANDS MAP

COMMONWEALTH ENGINEERS, INC.

FIGURE

9C

62

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 9C - DISTRIBUTION SYSTEM IMPROVEMENTS - ANTHONY WAYNE - MT. VERNON WATER MAIN REPLACEMENT - WETLANDS MAP

COMMONWEALTH ENGINEERS, INC.

FIGURE

9C

62

these waters "in their present state of high quality *without degradation."* It should be noted that recent state legislation (Public Law 140-2000) is thought to seriously compromise this goal. The Cedar Creek rises at Indian Lake in northwest DeKalb County and drains nearly 175,000 acres before meeting the St. Joseph River near Cedarville in Allen County. Historically a meandering stream, the DeKalb County portion of Cedar Creek was "channelized" in about 1900 and the Cedar Creek's headwaters have been extensively ditched and dredged for agricultural drainage, which is believed to have increased the watershed's vulnerability to erosion. Increased development has also created problems with bacterial contamination resulting from inadequate home septic systems. It is also believed that misguided and inappropriate flood control schemes and "debrushing" projects that alter natural hydrology and vegetation are further threats to Cedar Creek's water quality and integrity as an outstanding state resource. The Water Utility Improvements Projects will not adversely affect any outstanding state resources waters, limited or exceptional use streams, or natural and scenic rivers and if anything the project will enhance the quality throughout each of the City's project areas.

9. Biota

a. Endangered Plants & Animals

The construction and operation of the proposed Water Utility Improvements will not negatively impact state or federally-listed endangered species or their habitat. The projects will be implemented to minimize impact to non-endangered species and their habitat. All bare and disturbed areas will be re-vegetated with a mixture of grasses and legumes upon completion of construction. According to the comment letters generated by other local projects, there is no indication of any plant or animal species listed as threatened, endangered or rare to exist in the project vicinity. Mitigation measures set forth by the IDNR and the U.S. Fish & Wildlife Service will be implemented during construction. Minimal or zero tree removal is scheduled to occur as a part of this project and the removal will be mitigated per recommendations typically set forth by the IDNR.

Currently, wildlife habitats in the project area can only be found in isolated wooded areas, the streams banks, and in low lying marsh areas. Rare or endangered species of plant and animal life are not known to exist in this area.

The streams and the St. Joe River and the St. Mary's River in the project

area are populated by bass, suckers, and pan fish and other normal fish for small northern Indiana streams. "Game" animals in this area include rabbit, opossum, squirrel, raccoon, and deer.

10. Archaeological/Historic Sites

a. Historic, Architectural & Archaeological Sites

i. Historic & Architectural Sites

According to Indiana Department of Natural Resources' (IDNR's) Division of Historic Preservation and Archaeology (DHPA), Allen County currently has many documented archaeological sites. However, a qualified archaeologist has not conducted reconnaissance on most of the county, so additional sites are likely to exist. All Water Utility Improvements site work to occur in areas previously disturbed by construction. All construction will halt immediately in the event of a historical discovery or the unearthing of artifacts.

We reviewed the DNR's list of Federal and State registered properties in Fort Wayne to identify listed structures within the Planning Area. The Three Rivers Water Filtration Plant is considered an Outstanding Site which is listed in the Fort Wayne interim Report.

The construction at the Three Rivers Water Filtration Plant will not impact negatively the historical integrity of the structure, either on the inside or outside. All construction will be outside the original, historical building.

The projects will not alter the characteristics of historic structures which make them eligible for inclusion on the state and/or federal registers of historic sites/structures. The SRF's funding, pursuant to Section 106 of the National Historic Preservation Act, is "no historic properties affected."

In **Table 7**, we show the listed historic sites or districts in the Planning Area.

Table 7
Historic & Architecturally Significant Sites

Description
NATIONAL REGISTER OF HISTORIC PLACES
See attached documentation located in **Appendix "F"**
STATE REGISTER OF HISTORIC SITES AND STRUCTURES
See attached documentation located in **Appendix "F"**
DEPARTMENT OF HISTORIC PRESERVATION AND ARCHAEOLOGY
See attached documentation located in **Appendix "F"**

ii. Archaeological Sites

As previously mentioned, there will be some work performed in new easement areas some of which may have been previously disturbed during the construction of nearby homes, and others of which may be undisturbed. Excavation during the construction of the Distribution System Improvements - is unlikely to disturb any significant archaeological sites due to the fact that each site was previously disturbed by construction during the construction of each of the existing additions. It is anticipated that following IDNR-SHPO review that IDEM SRF will present findings to the Indiana Department of Natural Resources - Division of Historic Preservation and Archaeology that the proposed project areas will have no impact on historic properties or other archaeological resources subject to the condition that project activities remain within areas previously disturbed by construction.

Alluvial soils are one of the major indicators of possible archaeological resources. We previously investigated the soil types in the Soil Survey of Allen County at each of the project locations and identified no alluvial soils at any of these locations.

11. Open Space & Recreational Opportunities

The proposed project's construction will neither create nor destroy open space and/or recreational opportunities.

a. Induced Impacts

The Water Utility Improvement projects will allow the City to provide a cleaner water supply to the replacement areas and supply adequate amount of water to satisfy the customer needs in the northwest part of the City. It is unknown whether or not these Water Utility Improvements will create or attract new development. It is dependent more so on the location of the service area and the availability of undeveloped land adjacent to the water within the service area. The City will ensure, through the authority of its Board and local zoning laws, that future development will not adversely impact environmentally sensitive areas by enforcing the requirements and guidelines of the IDNR, U.S. Fish & Wildlife Service, IDEM and the Allen County Drainage Board.

12. National Natural Landmarks

The construction and operation of the proposed projects will not impact National Natural Landmarks due to the fact that none are known to exist within any of the project areas.

B. Indirect Impacts

The City's previously approved Preliminary Engineering Report (PER) states:

"The City will ensure through the authority of its Council, planning commission, or the means, that future development, as well as future distribution system or treatment works projects connecting to SRF funded facilities will not adversely impact wetlands, archaeological/historical/structural resources, or other sensitive environmental resources. The City will require new development and treatment works projects to be constructed within the guidelines of the U.S. Fish and Wildlife Service, IDNR, IDEM, and other environmental authorities."

C. Mitigation Measures

The City's previously approved Preliminary Engineering Report (PER) states:

"The project will be designed and implemented to minimize soil erosion and mitigation measures cited in comment letters from governing agencies will be implemented. Erosion control measures including seeding, sodding, inlet protection, silt fence, stone construction entrance and dust control may be implemented in accordance with current soil erosion control practices at the time of construction to reduce/eliminate erosion of the soils.

The projects will be implemented to minimize the impact to non-endangered species and their habitat. Mitigation measures cited in comment letters from the Indiana Department of Natural Resources and the U.S. Fish and Wildlife Service will be implemented.

Short term negative impacts for this construction will include noise and dust during the construction operations. To mitigate construction noises and the subsequent resident complaints, construction will only be allowed from 8:00 a.m. to 5:00 p.m. Monday through Friday. Appropriate erosion control measures will be implemented during construction to abate dust and airborne dirt particles. The contractor will be required to maintain all equipment in good working order to mitigate noise and air pollution caused by faulty operation equipment. Long term negative impacts will include the noise from the operation of the new pumps and electrical equipment; however, the level of noise is not expected to increase about current level. Malodorous fumes and gases will not be discharged into the air as a result of the construction activities or the operation of the proposed work."

CHAPTER VI – SELECTED PLAN

A. SELECTED PLAN COMPONENTS & PROCESSES

The amended recommended plan for Water Utility Improvements for the City of Fort Wayne includes the study, design and construction of improvements at the Three Rivers Water Filtration Plant, the design of the NW Feeder Main, and the design and construction of Distribution System Improvements in the Anthony Wayne and Mount Vernon areas involving replacement water mains.

1. Three Rivers Water Filtration Plant

   a. Replacement of Flocculation Bearings & Shafts

      The proposed project involves structural, mechanical, and equipment improvements to the water treatment plant flocculation and settling tank process of Plant No. 3. As previously set forth, work on the replacement equipment will need to occur in phases as only half of the plant can be taken out of service at one time.

   b. Filter Improvements

      The recommended plan for Filter Improvements includes the development of a preliminary engineering report that evaluates operational and capital solutions to current underdrain growth, blowouts and potential best replacement bottoms. It also includes the installation of a pilot filter underdrain – media replacement to evaluate its potential for wholesale replacement of filter components.

2. Distribution System Improvements - NW Feeder Main

   The Northwest Feeder Main Project will provide funding for formal design services for the future construction of approximately 7,750 feet of 24" water main to increase the capacity of the core feeder mains in the northwest portion of the City's distribution system.

3. Distribution System Improvements – Water Main Replacement

   Water mains within the existing distribution system that have a high main break history and have unusually high water quality complaints are prioritized and evaluated for proposed improvements. Again, it is the City's goal to replace approximately 30,000 feet annually of poorly performing water main each year. The

following amended area of Anthony Wayne & Mt. Vernon has been identified for replacement of additional existing mains.

B. PROJECT IMPLEMENTATION SCHEDULE

In previous sections, various needs were identified. Therefore, this section shall lay out an estimated "road map" for these projects. The purpose is to help the City make financial plans to coordinate resources and project needs.

Table 8 presents the estimated project schedule.

Table 8
Estimated Project Schedule

Milestone	Estimated Date
Submit 'SRF – Facility Plan (PER)' – Addendum #1 to IDEM	September, 2008
Commence Water Utility Improvements Study & Design	September, 2008
Facility Plan (PER) Approval	October, 2008
Complete Water Utility Improvements Design	December, 2008
Submit Plans & Specifications to IDEM	December, 2009
Issuance of IDEM Construction Permits	March, 2009
Advertise for Bids	March, 2009
Receipt of Bids	April, 2009
Completion of Financing & Issuance of Notice to Proceed	April, 2009
Substantial Completion of Construction	August/September, 2009
Initiation of Operation/Completion	September, 2009
One Year Performance Certification Date	September, 2010

C. COST ESTIMATES

The following are preliminary construction cost estimates for the implementation of the proposed amended Water Utility Improvements projects. The following estimates include the direct and indirect costs to construct the proposed improvements and are broken down per individual projects. The estimates have been derived from current construction cost figures and have not been adjusted to reflect any future inflation.

Filtration Plant #3 - Replacement of Flocculation Bearings & Shafts

1	L.S.	Mobilization, Demobilization & Misc.	$ 25,000
1	L.S.	Flocculation Bearings/Shaft Replacement/Rehabilitation	475,000
		Estimated Subtotal Construction Costs	$ 500,000

		Contingency	30,000
		Planning & Engineering	50,000
		Construction Engineering & Inspection	50,000
		Estimated Total Project Costs	$ 630,000

Filtration Plant #1 - Filter Improvements

1	L.S.	Mobilization, Demobilization & Misc.	$ 25,000
1	L.S.	Filter Media/Underdrain Replacement (Pilot Installation)	450,000
		Estimated Subtotal Construction Costs	$ 475,000
		Contingency	25,000
		Planning & Engineering	50,000
		Construction Engineering & Inspection	25,000
		Estimated Total Project Costs	$ 575,000

Distribution System Improvements - NW Feeder Main

1	L.S.	Professional Services - Engineering	$ 150,000
1	L.S.	Professional Services – Surveying/Geotechnical	50,000
		Estimated Total Project Costs	$ 200,000

Distribution System Imp. - Anthony Wayne - Mt. Vernon Water Main Replacement

1	L.S.	Mobilization, Demobilization & Misc.	$ 85,000
23,346	L.F.	of 6" Water Distribution Main @ $32	747,072
34	Ea.	6" Gate Valve w/Roadway Box @ $1,100	37,400
6	Ea.	6" - 90° Fittings @ $450	2,700
10	Ea.	6" - Tee Fittings @ $700	7,000
4	Ea.	6" - Cross Fittings @ $1,000	4,000
6	Ea.	6" - Plug Fittings @ $400	2,400
39	Ea.	Fire Hydrant Assembly – Type III @ $3,000	117,000
14	Ea.	Water Main Connections (Tap by WMS) @ $2,500	35,000
2	Ea.	Water Main Connections (Connection to Main) @ $2,500	5,000
266	Ea.	of 3/4" Water Service (Short Side) @ $800	212,800

245	Ea.	of 3/4" Water Service (Long Side) @ $1,300	318,500
788	L.F.	of Aggregate Backfill @ $22	17,336
33	Ea.	Fire Hydrant Removal @ $500	16,500
41	Ea.	Valve Box Removal @ $200	8,200
10	Ea.	3/4" Test Risers (Temporary) @ $450	4,500
9	Ea.	3/4" Test Risers (Temporary - 6" Valve Box) @ $500	4,500
5	Ea.	2" Blow-Off Assemblies @ $500	2,500
15	Ea.	Cut & Plug (Existing Water Main Abandonment) @ $750	11,250
275	S.Y.	of Concrete Pavement Repair @ $80	22,000
100	S.Y.	of Asphalt Pavement Repair (10" Depth) @ $60	6,000
75	S.Y.	of Asphalt Pavement Repair (6" Depth) @ $52	3,900
50	S.Y.	of Asphalt Pavement Repair (5.5" Depth) @ $50	2,500
20	S.Y.	of Asphalt Driveway Repair (4" Depth) @ $50	1,000
25	S.Y.	of Stone Driveway Repair @ $13	325
350	S.Y.	of Concrete Driveway Repair @ $45	15,750
175	S.Y.	of Concrete Sidewalk Repair @ $35	6,125
80	S.Y.	of Concrete Curb Repair @ $25	2,000
110	S.Y.	of Concrete Curb Ramp Repair @ $65	7,150
3,115	S.Y.	Mulched Seeding @ $1.20	3,738
1,038	C.Y.	Topsoil for Mulched Seeding @ $30	31,140
1	L.S.	Maintenance of Traffic	15,000
1	L.S.	Audio/Visual Survey	5,000
1	L.S.	Stormwater Quality Control	5,000
1	L.S.	Utility Relocation/Bracing/Work Allowance	18,000
		Estimated Subtotal Construction Costs	$ 1,781,286
		Contingency	86,714
		Planning & Engineering	75,000
		Construction Engineering & Inspection	75,000
		Estimated Total Project Costs	$ 2,000,000

The selected capital cost alternatives are as follows:

Filtration Plant #3 - Replacement of Flocculation Bearings & Shafts	**$ 630,000**
Filtration Plant #1 - Filter Improvements	**$ 575,000**
Distribution System Improvements - NW Feeder Main	**$ 200,000**
Distribution System Imp. - Anthony Wayne - Mt. Vernon Water Main Repl.	**$ 2,000,000**
Total Estimated Project Costs	**$ 3,405,000**

CHAPTER VII – LEGAL, FINANCIAL & MANAGERIAL CAPABILITIES

A. MANAGEMENT RESOLUTIONS

Enclosed herewith please find the required resolutions necessary for State Revolving Fund financing. The Preliminary Engineering Report Acceptance and the Signatory Authorization Resolution are included in **Appendix "G" and "H"** respectively.

B. SRF PROJECT FINANCING INFORMATION

The State Revolving Loan Fund Financing Information form has not been provided as the proposed amended projects will use the remaining funds left over from the 2006 Bond Issue securing from the previously approved PER.

C. LAND ACQUISITION

The will be no land acquisition associated with the Three Rivers Water Filtration Plant projects or the water main replacement project. The only easement acquisition that would take place involves the NW Feeder Main project. With the current route, it is anticipated that the City would be required to purchase easements from homeowners and business owners for the entire route along the abandoned railroad right-of-way and in and around Glenbrook Commons. Since this area travels through a very high commercial zone in which property is fairly valuable, the easement acquisitions could be cost prohibitive therefore the need for additional planning and formal design associated with this project. It should be noted that no easement acquisition is contemplated through the use of SRF funds as the funds will be used for design purposes only at this time.

D. MANAGERIAL CAPABILITIES

The City of Fort Wayne has the managerial and financial capabilities to finance and manage the projects. The City has provided water service since the early 1930s and continues to meet all Federal and State water quality requirements. The City Water Utility is under the jurisdiction of the Indiana Utility Regulatory Commission (IURC). As a result, all bond issuances and rate increases must be approved by the IURC.

CHAPTER VIII – PUBLIC PARTICIPATION

A. ADVERTISED PUBLIC HEARING

In accordance with Indiana rule 327 IAC 13-8-13, the City of Fort Wayne is required to conduct at least one public hearing to discuss the completed amended Preliminary Engineering Report. The hearing will be held on November 5, 2008 at 10:00 a.m. in the Omni Room (Room 250) of the City-Council Building. Discussion at the hearing revolved around project alternatives, project costs, environmental impacts and residential water charges. A legal notice for the public hearing was published 10 days prior to the hearing in the Journal Gazette and News Sentinel and can be found in **Appendix "I"**. It should be noted that the City plans on conducting future meetings within the individual project areas following the receipt of construction bids to further discuss the proposed projects and provide more detailed cost analysis to the users as a part of the public participation process.

B. MINUTES OF THE HEARING

A copy of the minutes of the public hearing is located in **Appendix "J"**. Also included is a sign-up sheet which lists the attendees of the public hearing.

C. WRITTEN COMMENTS FROM HEARING

No adverse written comments have been received from the public hearing. Generally, reaction has been favorable and positive toward the proposed project.

D. MAILING LIST

The following is a list of interested parties who have demonstrated an interest in the proposed project and would like to receive a copy of the Environmental Assessment and 'Finding of No Significant Impact' documentation.

Appendix "A"

Service Area Figures

Water Utility Improvements
Preliminary Engineering Report
(PER – Addendum #1)

City of Fort Wayne
Allen County, Indiana

CITY OF FORT WAYNE
WATER UTILITY DISTRIBUTION

N
W E
S

LEGEND

WATER MAINS

- 4" MAINS AND SMALLER
- 6" WATER MAINS
- 8" WATER MAINS
- 10" WATER MAINS
- 12" WATER MAINS
- 16" WATER MAINS
- 20" & 24" WATER MAINS
- 30" MAINS AND LARGER

WATER FACILITIES

- STORAGE TANKS
- PUMP STATIONS

WATER VALVES

- CHECK VALVES
- CLOSED VALVES

PRESSURE ZONES

- NORTHWEST
- SOUTHWEST
- WEST SIDE

SOURCE ZONES

- LIMA CARROL (Source Water From Huntertown)
- EAGLE RIVER (Source Water From Aqua Indiana)

Map for general information only
For details on utility service availability, terms, and conditions, contact Water Resources at 427-5064

Miles
0.00 0.25 0.50 0.75 1.00
SCALE 1 3000

August, 2008
FILE \\city_utilities\water\gwt\water_utility_distribution.gws
Prepared By Fort Wayne City Utility & Public Works GIS

INTERGRAPH
Mapping and Geospatial Solutions

COLDWATER ELEVATED STORAGE TANK 2.0 MILLION GALLONS

NORTHWEST PRESSURE ZONE

DUPONT ELEVATED STORAGE TANK 0.5 MILLION GALLONS

NORTHWEST GROUND STORAGE RESERVOIR 4 MILLION GALLONS

NORTHWEST PUMP STATION

CLOSED VALVE

CHECK VALVE

NW PUMP STATION #2

NORTHEAST ELEVATED STORAGE TANK 1.5 MILLION GALLONS

CEDARVILLE DAM

ST JOE DAM

FILTRATION PLANT 72 MILLION GALLONS PER DAY

WESTSIDE ELEVATED STORAGE TANK 1 MILLION GALLONS

WEST PUMP STATION

REDWOOD/CHESTNUT ELEVATED STORAGE TANK 1 MILLION GALLONS

HATHAWAY RD
PION RD
CRAWFORD RD
HURSH RD
GERIG RD
UNION CHAPEL RD
POPP RD
NOTESTINE RD
CARROLL RD
W DUPONT RD
TILL RD
W WALLEN RD
WASHINGTON CENTER RD
CALIFORNIA RD
LEESBURG ROAD
ARCOLA RD
BASS RD
ROTHMAN RD
DOTY RD
TELLHORN RD
PARENT RD
PARROTT RD
COLISEUM BLVD E
COLISEUM BLVD W
STATE BLVD
LAKE AV
VANCE AV
NORTH RIVER RD
JOHNSON RD
HAND RD
VALENTINE RD
FRITZ RD
O'DAY RD
FLAUGH RD
BROWN RD
YELLOW
HALTER RD
PUFF RD
MAYHEW RD
ST JOE RD
HAZELETT RD
SCHWARTZ RD
RICKER RD
LINDLEY RD
I-69
US 24
SR

WESTSIDE ELEVATED
STORAGE TANK
1 MILLION GALLONS

WEST PUMP
STATION

CLOSED VALVE

WEST SIDE
PRESSURE
ZONE

CLOSED VALVE
W/ 2" BYPASS

BROOKLYN/KINSMOOR
ELEVATED STORAGE TANK
1 MILLION GALLONS

FILTRATION PLANT
72 MILLION GALLONS
PER DAY

REDWOOD/CHESTNUT
ELEVATED STORAGE TANK
1 MILLION GALLONS

CHECK VALVE

SOUTHWEST GROUND LEVEL
STORAGE RESERVOIR
4 MILLION GALLONS

CLOSED VALVE

SOUTHWEST PUMP STATION

PRESSURE CONTROL STATION

SOUTHWEST ELEVATED
STORAGE TANK
1.5 MILLION GALLONS

SOUTHWEST
PRESSURE
ZONE

ARCOLA RD
YELLOW
BROWN RD
BASS RD
W STATE BLVD
E STATE BLVD
VANCE AV
LAKE AV
NORTH RIVER RD
LANDIN RD
PARROTT RD
NELSON RD
POWERS
US 23
SR 14
WEST HAMILTON RD
SCOTT RD
COVINGTON RD
ABBOTT CENTER RD
I-69
IONE
WEST COUNTY RD
NUTTMAN AV
ENGLE RD
KNOLL RD
MOELLER RD
SEILER RD
WERLING RD
GREEN RD
DOYLE RD
HARTZELL RD
ADAMS CENTER RD
MCKINNIE AV
MAPLE GROVE AV
PAULDING RD
LIBERTY MILLS RD
HOMESTEAD RD
US 24
ELLISON RD
SMITH RD
YOHNE RD
US 24
MINNICH RD
TILLMAN RD
LOWER HUNTINGTON RD
ABBOTT RD
ERNST RD
AIRPORT EXPRESSWAY
FERGUSON RD
COLDWATER RD
AIRPORT
DUNKS BRIDGE RD
MAPLES RD
WAYNE TRACE
MARION CENTER RD
MULDOON RD
WINCHESTER RD
THIELE RD
MONROEVILLE RD
FLATROCK RD
EMMANUEL RD
BRUNSON RD
HOAGLAND RD
LEHMAN RD
SOUTH ANTHONY EXTENDED
CONNERS RD
COMER RD
MILL RD
PLEASANT CENTER RD
I-469

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 2 - THREE RIVERS WATER FILTRATION PLANT
IMPROVEMENTS- GLP

COMMONWEALTH ENGINEERS, INC.

FIGURE

2

76

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 2 - THREE RIVERS WATER FILTRATION PLANT
IMPROVEMENTS- GLP

COMMONWEALTH ENGINEERS, INC.

FIGURE

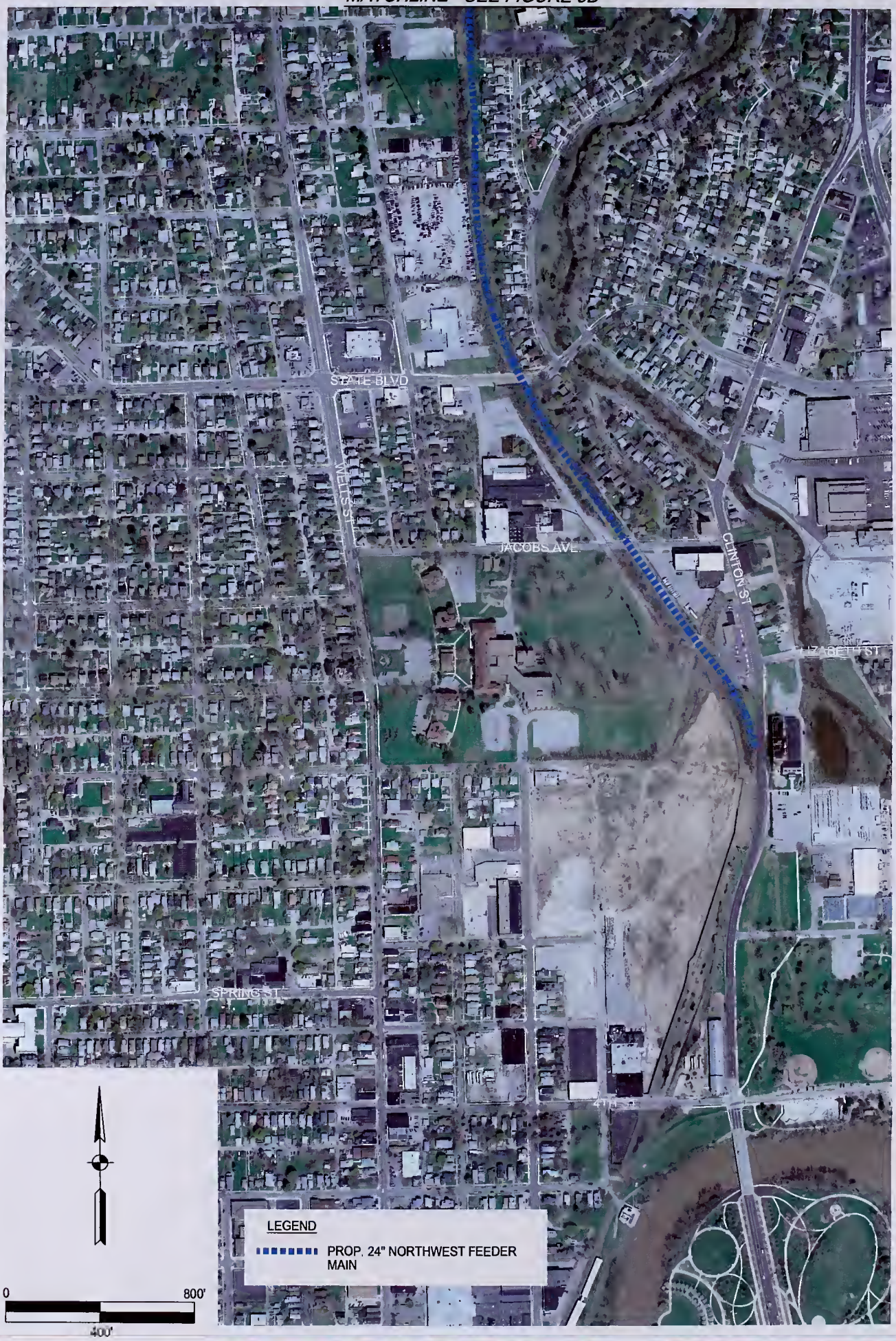
2

76

MATCHLINE - SEE FIGURE 3B

COMMONWEALTH ENGINEERS, INC.	CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT WATER UTILITY IMPROVEMENTS - ADDENDUM #1	FIGURE
	FIGURE 3A - DISTRIBUTION SYSTEM IMPROVEMENTS - NORTHWEST FEEDER MAIN -GLP	3A

MATCHLINE - SEE FIGURE 3B

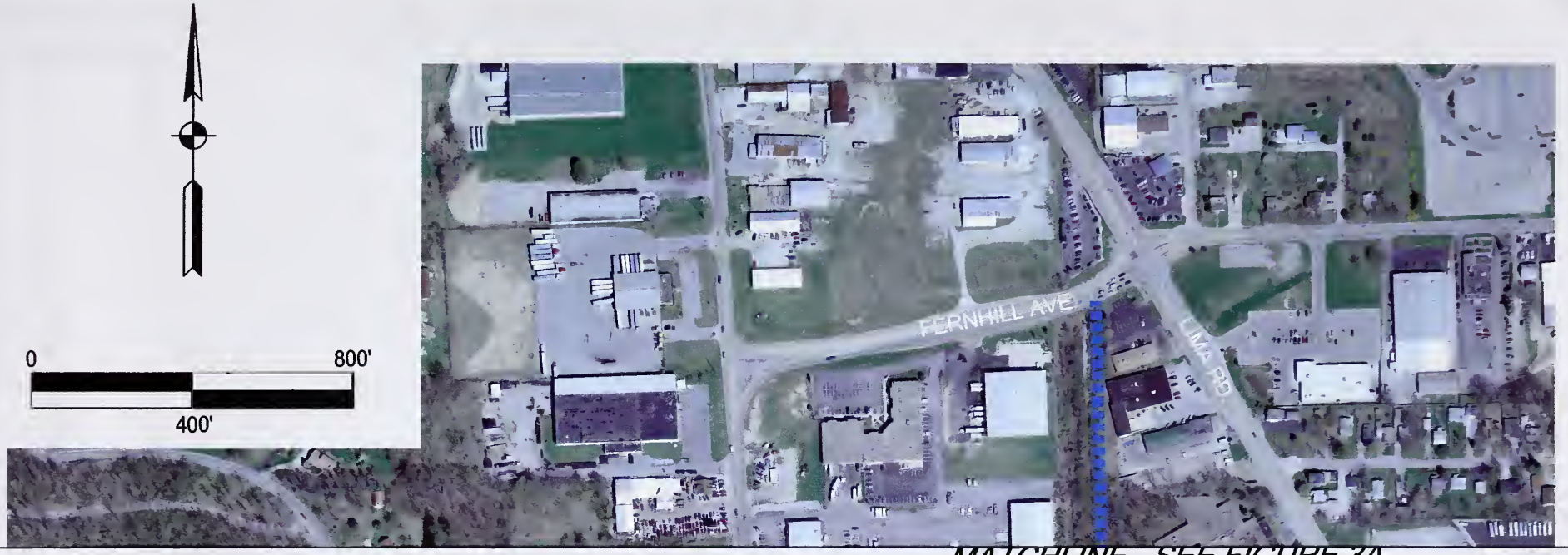


COMMONWEALTH ENGINEERS, INC.

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 3A - DISTRIBUTION SYSTEM IMPROVEMENTS - NORTHWEST FEEDER MAIN -GLP

FIGURE
3A



LEGEND

PROP. 24" NORTHWEST FEEDER MAIN

COMMONWEALTH ENGINEERS, INC.

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 3B - DISTRIBUTION SYSTEM IMPROVEMENTS - NORTHWEST FEEDER MAIN -GLP

FIGURE

3B

LEGEND

PROP. 24" NORTHWEST FEEDER MAIN

COMMONWEALTH ENGINEERS, INC.	CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT WATER UTILITY IMPROVEMENTS - ADDENDUM #1 FIGURE 3B - DISTRIBUTION SYSTEM IMPROVEMENTS - NORTHWEST FEEDER MAIN -GLP	FIGURE 3B

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 4 - DISTRIBUTION SYSTEM IMPROVEMENTS - ANTHONY WAYNE - MT. VERNON WATER MAIN REPLACEMENT - GLP

COMMONWEALTH ENGINEERS, INC.

FIGURE

4

CITY OF FORT WAYNE - PRELIMINARY ENGINEERING REPORT
WATER UTILITY IMPROVEMENTS - ADDENDUM #1

FIGURE 4 - DISTRIBUTION SYSTEM IMPROVEMENTS - ANTHONY WAYNE - MT. VERNON WATER MAIN REPLACEMENT - GLP

COMMONWEALTH ENGINEERS, INC.

FIGURE

4

NA
GIS
.75 1.00
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Area
Projects
Rivers & Waterways
Parks
Golf Courses
Fort Wayne City Limits
Other City Limits
Shopping Malls
Colleges & Universities
Buildings
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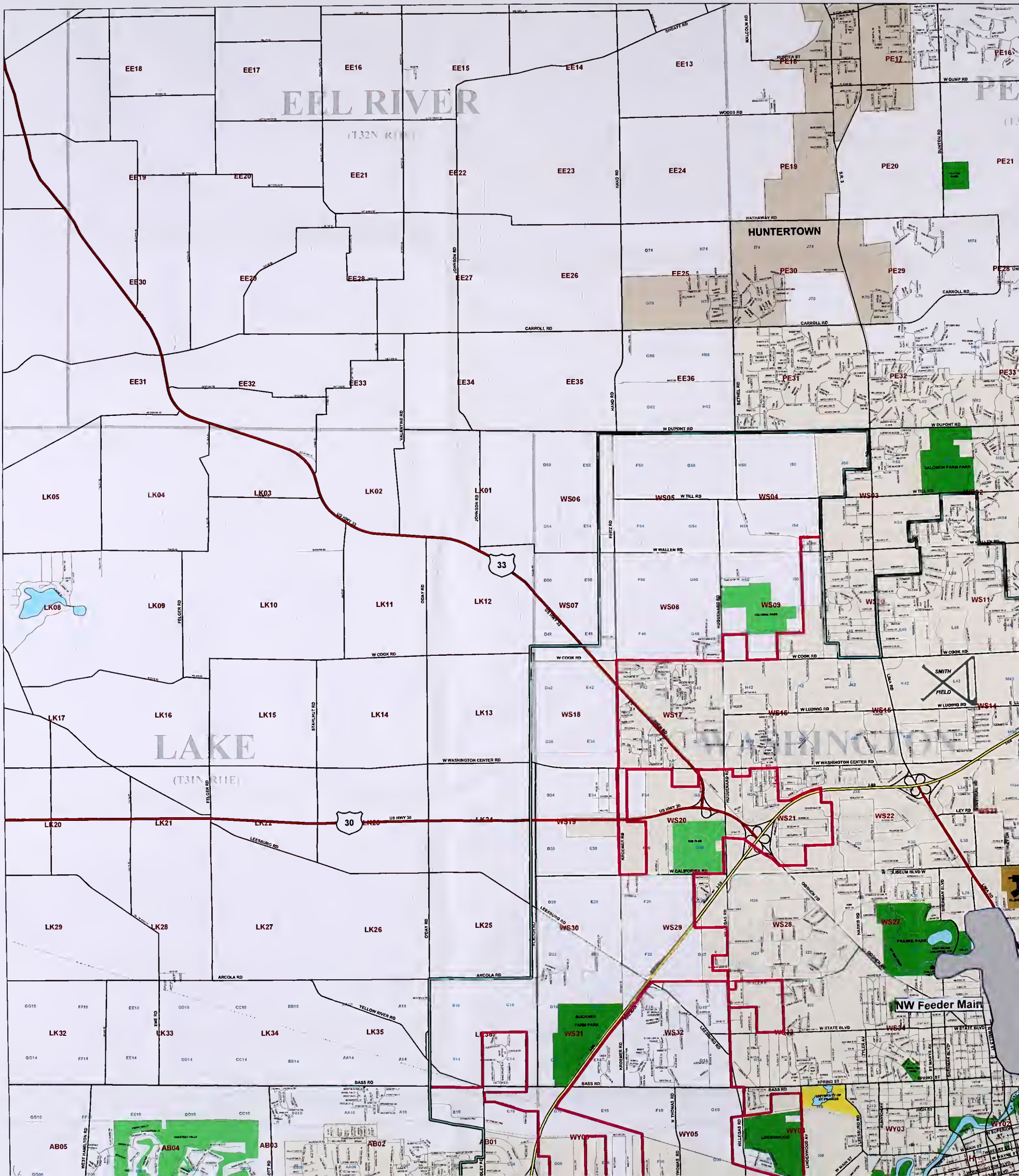
undary
Created on May 4, 2006
Last updated on September 5, 2008
o:\city_utilities\water\service_areas\gws\wrtz_future_service_area.gws
T WINDOW: Water Service Pro Fit Anthony Wayne NW Feeder - BM
Prepared By Fort Wayne Utility/Public Works GIS


EEL RIVER
(T32N R11E)
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(T31N R11E)
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NW Feeder Main
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WOODS RD
BUNTEN RD
HAND RD
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JOHNSON RD
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BETHEL RD
W DUPONT RD
VALENTINE RD
W TILL RD
FRITZ RD
W WALLEN RD
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FELGER RD
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ODAY RD
W COOK RD
HUGUENARD RD
W LUDWIG RD
W WASHINGTON CENTER RD
US HWY 30
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KRUEGER RD
LEESBURG RD
W CALIFORNIA RD
W COLISEUM BLVD W
OSBORN RD
HARRIS RD
HILL OAK RD
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ARCOLA RD
YELLOW RIVER RD
EWE RD
KROPHERS RD
BASS RD
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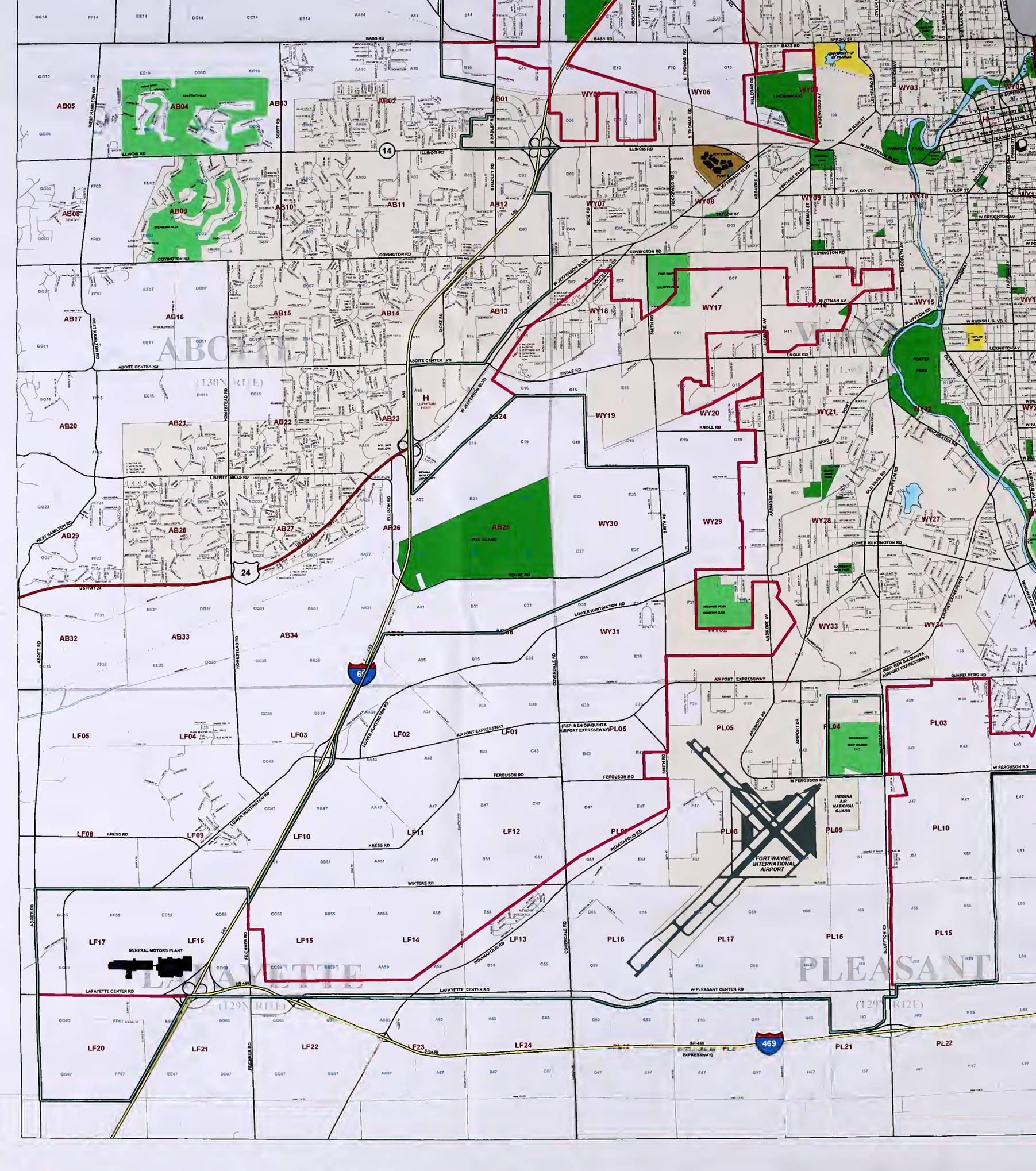
LEY RD
NORTHAM RD
SMITH FIELD
FRANKE PARK
BUCKNER FARM PARK
SALOMON FARM PARK
COLONIAL OAKS
LINDENWOOD
UNIVERSITY OF ST FRANCIS
CHESTNUT HILLS

PERRY
(T32N R12E)

LEO-CEDARVILLE

NW Feeder Main

Filtration Plant


ABOITE
(T30N R11E)
LAFAYETTE
(T29N R11E)
PLEASANT
(T29N R12E)
FORT WAYNE INTERNATIONAL AIRPORT
INDIANA AIR NATIONAL GUARD
GENERAL MOTORS PLANT
FOX ISLAND
LINCOLNWOOD
JEFFERSON POINTE
FORT WAYNE COUNTRY CLUB
ORCHARD RIDGE COUNTRY CLUB
FOSTER PARK
LUTHERAN HOSP
UNIVERSITY OF ST FRANCIS
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ILLINOIS RD
COVINGTON RD
ABOITE CENTER RD
W JEFFERSON BLVD
ENGLE RD
KNOLL RD
LIBERTY MILLS RD
US HWY 24
YOHNE RD
LOWER HUNTINGTON RD
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(REP. BEN GIAQUINTA AIRPORT EXPRESSWAY)
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KRESS RD
WINTERS RD
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LAFAYETTE CENTER RD
W PLEASANT CENTER RD
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W MAIN ST
W WAYNE ST
W BERRY ST
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DICKE RD
ELLISON RD
HOMESTEAD RD
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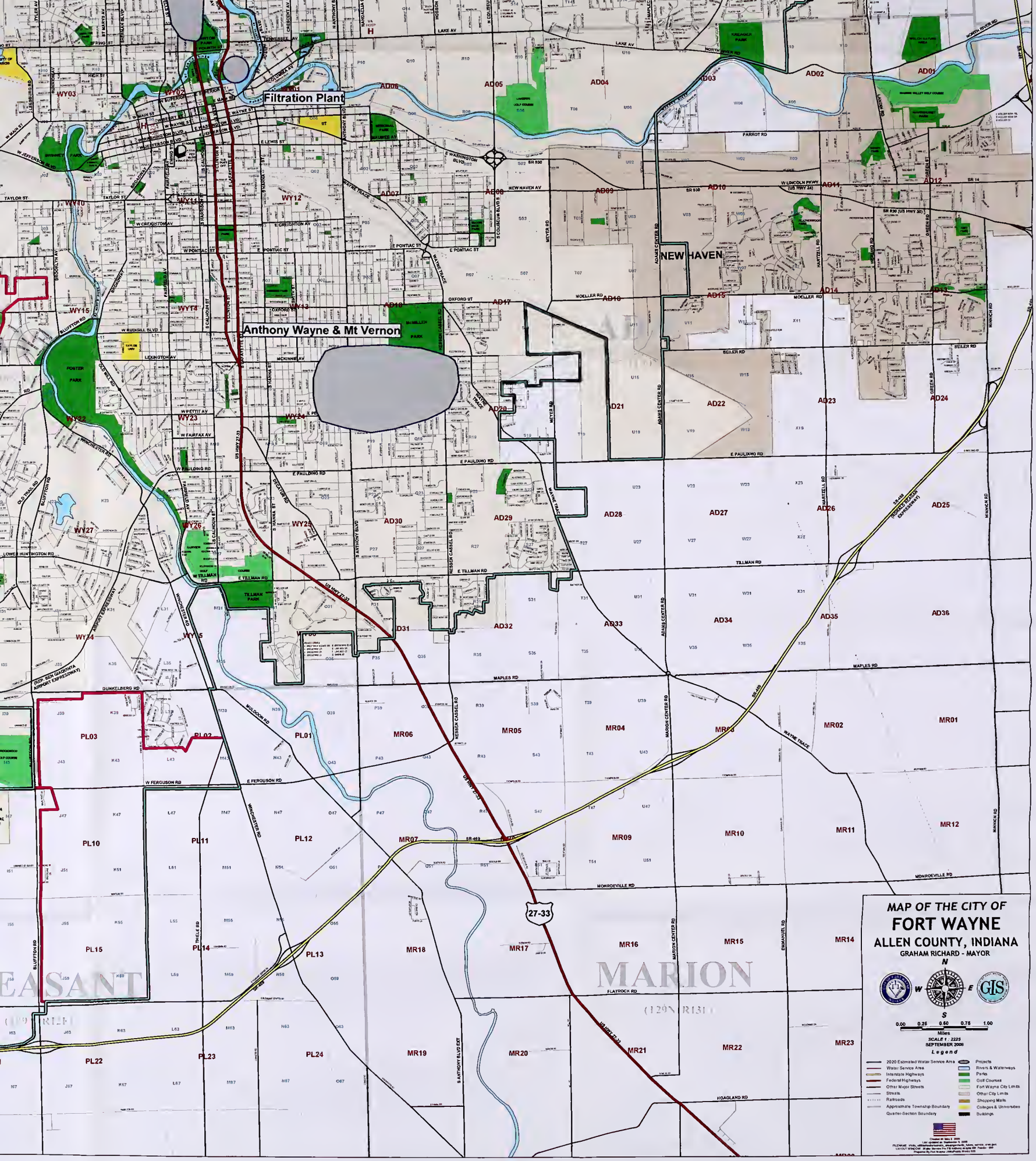
Filtration Plant
Anthony Wayne & Mt Vernon
NEW HAVEN
MARION
MAP OF THE CITY OF
FORT WAYNE
ALLEN COUNTY, INDIANA
GRAHAM RICHARD - MAYOR
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0.00 0.25 0.50 0.75 1.00
Miles
SCALE 1 : 2225
SEPTEMBER 2008
Legend
2020 Estimated Water Service Area
Water Service Area
Interstate Highways
Federal Highways
Other Major Streets
Streets
Railroads
Approximate Township Boundary
Quarter-Section Boundary
Projects
Rivers & Waterways
Parks
Golf Courses
Fort Wayne City Limits
Other City Limits
Shopping Malls
Colleges & Universities
Buildings

MR01
EE31

Appendix "B"

City of Fort Wayne's Water Distribution Scoring Spread Sheet

Water Utility Improvements Preliminary Engineering Report (PER – Addendum #1)

City of Fort Wayne Allen County, Indiana

Anthony Wayne Water Main Replacement
- includes 3 of top priority replacement areas (#12, #97, #118) in entire system

CITY OF FORT WAYNE
WATER UTILITY
CAPITAL IMPROVEMENT PROGRAM

WATER DISTRIBUTION PROGRAM

PROGRAMMED MAIN REPLACEMENTS - IDENTIFIED PROJECTS

RANKINGS BY POINT SYSTEM

BOLD = Designed - Full area done

Red = Designed - Partial area done

NO.	PROJECT TITLE	PROJECT LENGTH	QUAD MAP	1/4 of City	EXISTING MAIN			MASTER PLAN	# OF CUSTOMERS	FLUSHING PROGRAM	RUSTY WATER	LOW PRESS.	MAIN BREAKS	BREAKS PER MILE		PROJ. TOTAL PTS - OF 30
					UNDERSIZED	NEED FH'S	AGE							ENTIRE PROJECT	HIGHEST SEGMENT	
1	Carlton & Juliette: Brooklyn to Hale	2,690	J3	SW	Y	Y	1942	N	65	N	Y	Y	11	21.6	23.5	21
2	Hoagland: Paulding to Lenox	2,400	M19	SE	Y	Y	1950	N	75	N	Y	Y	24	52.8	37.4	21
3	Allendale/Kimberely/Deforest	3,875	I19	SW	Y	Y	1955	N	79	Y	Y	N	19	25.9	323.0	20
4	Dalgren: Clinton to Spy Run	1,200	M22	NW	Y	Y	1929	N	40	N	Y	Y	3	13.2	0.0	20
5	Old Mill: Fairfax to Pettit	2,100	L19	SE	N	Y	1954	N	46	N	Y	Y	23	57.8	53.0	20
6	Central: McKinnie to Rudisill	1,260	P11	SE	N	Y	1946	N	35	N	Y	Y	12	50.3	33.5	19
7	Hobson: State to Vance	2,580	R18	NE	N	N	1956	N	54	N	Y	Y	40	81.9	97.8	19
8	LHR: Old Trail to Bluffton	700	I27	SW	N	N	1958	N	18	N	Y	Y	17	128.2	83.0	19
9	Raymond: Roy to Schele	680	Q3	SE	N	N	1924	N	30	N	Y	N	15	116.5	85.4	19
10	Avondale: Congress to Rudisill	2,270	N11	SE	N	Y	1928	N	90	N	Y	Y	3	7.0	2.3	18
11	Lillian : Sherman to Wells	1,900	L18	NW	N	N	1924	N	48	N	Y	N	26	72.3	41.7	18
12	Marcy & Priscilla: Werling to McMillen Par	3,000	P15, Q15	SE	N	N	1947	N	75	N	Y	Y	15	26.4	24.6	18
13	Smith & Oliver: Capitol to McKinnie	2,990	Q15	SE	N	Y	1948	N	87	N	Y	Y	25	44.1	57.0	18
14	Werling: Plaza to Capitol	2,110	P15	SE	N	Y	1947	N	55	N	Y	Y	17	42.5	34.8	18
15	Arlington: Pettit to Rudisill	3,980	L11, L15	SW	N	N	1900	N	125	N	Y	Y	5	6.6	5.3	17
16	Bowser: Roosevelt to Mt. Vernon	950	Q19	SE	N	N	1950	N	26	N	Y	N	17	94.5	200.0	17
17	Bradbury: McArthur north to LHR	2,400	I27,31	SW	Y	Y	1950	N	60	Y	Y	N	11	24.2	33.0	17
18	Curdes: Anthony to Hobson	4,620	P18, Q18	NE	N	N	1926	N	120	N	Y	Y	10	11.4	28.5	17
19	Eastbrook & Irvington: Penn to Norfolk	1,390	M22	NW	Y	Y	1940	N	30	N	Y	N	3	11.4	17.6	17
20	Glenwood: Leroy to D.E.	3,000	O,P,Q 18	NE	N	N	1939	N	100	N	Y	Y	11	19.4	15.8	17
21	N Camden: Archwood to Brighton	1,000	N34	NW	Y	N	1956	N	35	N	Y	N	11	58.1	49.8	17
22	Third: Viola to St. Marys	3,860	J10,K10	NW	N	Y	1900	N	155	N	Y	Y	9	12.3	26.1	17
23	Blue Spruce and Pinewood: to Orchard	820	I23	SW	N	N	1966	N	29	N	Y	N	24	154.5	211.2	16
24	Brighton: Archwood to Catalina	710	N34	NW	N	N	1956	N	15	N	Y	N	15	111.5	102.7	16
25	Inwood: Marigold to Dalewood	1,070	R22	NE	N	N	1960	N	25	N	N	Y	17	83.9	44.4	16
26	Northcrest: Warwick to North Stony Run	1,840	N34	NW	N	N	1956	N	52	N	Y	Y	21	60.3	48.0	16
27	Penn: Clinton to D.E.	1,300	M22	NW	Y	N	0	N	40	N	Y	N	2	8.1	6.2	16
28	Reed: Petit to McKinnie	2,640	O15	SE	N	N	1939	N	95	N	Y	Y	10	20.0	12.0	16
29	Vance: Anthony to Carew	2,020	P22	NE	N	N	1927	Y	85	N	Y	N	17	44.4	44.0	16
30	Bluffton Rd: Maplewood to LHR	2,630	J31	SW	Y	Y	1959	N	50	N	Y	N	35	70.3	88.0	15
31	Glenhurst: Springfield to Merivale	1,000	Q22	NE	N	N	1948	N	25	N	Y	N	18	95.0	68.6	15
32	Holton: D.E. to Fairfax	660	O19	SE	N	N	1950	N	17	N	Y	N	8	64.0	40.0	15
33	Pasadena: Fairfield to Hoagland	720	L15	SE	N	Y	1924	N	16	N	N	N	16	117.3	81.2	15
34	S. Colonial Ave: Capitol to Plaza	1,150	P15	SE	N	N	1947	N	41	N	N	Y	19	87.2	55.1	15
35	Trinity: Tyler to Cambridge	1,150	J18	NW	N	N	1949	N	25	N	Y	N	14	64.3	50.5	15
36	Tristam: Knightway to D.E.	380	T26	NE	N	N	1987	N	10	N	N	Y	8	111.2	97.3	15
37	Bluffton: Interlaken to Old Trail	1,590	J23	SW	Y	Y	1948	N	15	N	Y	N	11	36.5	19.9	14
38	Clayton: Hensch to Cortland	540	L18	NW	N	N	1924	N	16	N	N	N	15	146.7	97.8	14
39	Emerson Avenue: Tyler to RR	750	J14	NW	N	N	1929	N	26	N	N	N	21	147.8	105.6	14
40	Euclid: McKinnie to Oxford	2,640	P11	SE	N	N	1941	N	69	N	Y	Y	16	32.0	31.1	14
41	Evans: Queen to Adams	1,740	Q7	SE	Y	Y	1956	N	55	N	Y	N	4	12.1	5.9	14
42	Garland: Edgewood to Norfolk	870	M22	NW	Y	Y	1940	N	15	N	Y	N	4	24.3	18.2	14
43	Hazelwood: Oak Grove to Carew	1,020	P22	NE	N	N	1954	N	35	N	Y	N	24	124.2	77.6	14
44	Northrop: Edgewood to Cumberland	1,860	M22	NW	N	N	1945	N	25	N	Y	N	25	71.0	73.9	14
45	Roosevelt: Smith to Bowser	560	O19	SE	N	N	1950	N	15	N	N	N	19	179.1	158.4	14
46	Senate: Hessen Cassel to Weyne Trace	1,270	R15	SE	N	N	1962	N	30	N	N	Y	20	83.1	49.9	14

RANKINGS BY POINT SYSTEM

WATER DISTRIBUTION PROGRAM

PROGRAMMED MAIN REPLACEMENTS - IDENTIFIED PROJECTS

BOLD = Designed - Full area done

Red = Designed - Partial area done

NO.	PROJECT TITLE	PROJECT LENGTH	QUAD MAP	1/4 of City	EXISTING MAIN			MASTER PLAN	# OF CUSTOMERS	FLUSHING PROGRAM	RUSTY WATER	LOW PRESS.	MAIN BREAKS	BREAKS PER MILE		PROJ. TOTAL PTS - OF 30
					UNDERSIZED	NEED FH'S	AGE							ENTIRE PROJECT	HIGHEST SEGMENT	
47	**Strathmore: Taylor to south terminus**	590	I3	SW	N	Y	1952	N	22	N	N	N	25	223.7	223.7	14
48	Waynewood: Old Trail to Libety	1,200	J27	SW	Y	Y	1957	N	12	N	N	N	27	118.8	138.9	14
49	Willowdale: Mulberry to W. Jefferson	1,010	H2	SW	N	N	1929	N	25	N	Y	Y	11	57.5	32.6	14
50	Willowhurst: Sandalwood to Lynhurst	360	T34	NE	N	N	1963	N	10	N	Y	N	8	117.3	102.7	14
51	Addison: Vance to St. Joe River Dr	1,940	O22	NE	N	Y	1940	N	45	N	Y	N	18	49.0	35.4	13
52	**Burns Blvd: Fairfield east to Calhoun**	1,660	M23	SE	N	Y	1948	N	70	N	Y	Y	12	38.2	31.8	13
53	Chaddsford & Landsdowne: Newton SQ to	2,090	N23	SE	N	N	1958	N	70	N	Y	N	30	75.8	41.1	13
54	Columbia: Delta to N Anthony	1,470	O10	NE	N	N	0	N	50	N	Y	N	2	7.2	12.7	13
55	Dalman: Piqua to Lafayette	730	M7	SE	Y	N	1900	N	15	N	N	Y	3	21.7	40.6	13
56	Forest: Reed to Swayne	2,190	T14	NE	N	N	1964	Y	48	N	Y	Y	3	7.2	5.1	13
57	**Henrietta: Geneva to Taylor**	1,740	H3	SW	N	N	1939	N	25	N	Y	N	15	45.5	27.3	13
58	Indiana: Old Farm to Petit	2,970	L19	SE	N	N	1954	N	60	N	Y	N	8	14.2	10.7	13
59	Madison: Harmar to Division	470	N6	SE	N	N	1900	N	20	N	N	Y	10	112.3	67.4	13
60	Mono Gene & Cloverbrook: Hessen Cass	2,780	R19	SE	N	N	1966	N	48	N	N	Y	52	98.8	126.0	13
61	Pauline: Hale to Taylor	1,050	K3	SE	N	N	1920	N	35	N	Y	N	1	5.0	5.0	13
62	**Randall: Covington to D.E.**	760	F3	SW	N	N	1955	N	10	N	Y	N	17	118.1	83.4	13
63	Reynolds: Lumbard to Coliseum	4,600	Q2,R2	SE	N	Y	1928	N	60	N	Y	Y	0	0.0	0.0	13
64	S Calhoun: Rudisill to Wildwood	2,520	M7	SE	N	N	1900	N	120	N	Y	N	4	8.4	6.3	13
65	**S. Monroe: Rudisill to Boltz**	3,580	N7	SE	Y	Y	1900	N	98	N	Y	N	4	5.9	8.0	13
66	Schele: Birchwood to Redwood	2,000	R3	SE	N	N	1929	N	50	N	Y	N	1	2.6	2.6	13
67	South Wayne: Woodhurst to Rudisill	4,800	L15	SE	N	N	1900	N	180	N	Y	N	9	9.9	6.6	13
68	Avondale: Rudisill to Oxford	1,220	N11	SE	N	Y	1946	N	45	N	N	Y	12	51.9	39.0	12
69	Ayres/Hannas/Swinneys Additions	5,400	L2	SE	Y	N	1900	N	131	N	N	Y	0	0.0	0.0	12
70	Bluffton: LHR to Liberty	1,080	J27	SW	Y	Y	1958	N	13	N	Y	N	9	44.0	30.2	12
71	**Bowser: Capitol to McKinnie**	1,500	O15	SE	N	Y	1951	N	56	N	N	N	23	81.0	52.8	12
72	**Calhoun: Cox to Pursley**	700	M23	SE	N	N	1940	N	9	N	N	Y	12	90.5	200.0	12
73	Calhoun: Pettit to Fairfax	1,000	M19	SE	N	N	1939	N	13	N	Y	N	11	58.1	42.2	12
74	**Colony: N. Clinton to Campus**	2,010	O38, P38	NW	N	N	1956	N	33	N	Y	N	19	49.9	43.1	12
75	Dodge: Hubertus to Beacon	1,600	Q18	NE	N	N	1928	N	75	N	Y	Y	6	19.8	13.2	12
76	Eby:Brooklyn to RR	1,160	J03	SW	N	N	1924	N	30	N	Y	N	12	54.6	59.2	12
77	Elm: Mechanic to Camp Allen	970	K6	NW	Y	N	0	N	35	N	Y	N	0	0.0	0.0	12
78	Gathings: Contessa to Geddes	770	R31	SE	N	N	1967	N	15	N	Y	Y	2	13.7	13.7	12
79	Gaywood: Baxter to Rudisill	780	N11	SE	N	Y	0	N	28	N	Y	N	4	27.1	20.3	12
80	Hayden: Division to McCulloch	1,690	O2	SE	N	N	0	N	70	N	Y	Y	3	9.4	12.5	12
81	Hofer: Sherman to Goshen	630	L18	NW	N	N	1926	N	20	N	Y	Y	1	8.4	8.4	12
82	Huffman: West Terminus to Melrose	1,700	J14	NW	Y	N	1947	N	40	N	Y	N	6	18.6	14.1	12
83	**Ideal : McArthur north to terminus**	3,630	H31	SW	Y	Y	1976	N	58	N	Y	Y	8	11.6	7.0	12
84	Inwood: State to Vance	3,410	S18	NE	N	N	1956	N	65	N	Y	N	35	54.2	106.0	12
85	Kinsmoor: Broadway to Beaver	1,210	K7	SE	N	Y	0	N	40	N	Y	Y	0	0.0	0.0	12
86	Maplewood: Bluffton to Amherst	1,150	J31	SW	Y	Y	1964	N	21	N	Y	N	10	45.9	23.0	12
87	**Plaza: Capital to McKinnie**	1,700	P15	SE	N	Y	1947	N	48	N	N	N	24	74.5	66.8	12
88	**Plaza: McKinnie to Rudisill**	1,250	P11	SE	N	N	1953	N	28	N	Y	N	3	12.7	7.4	12
89	Rosemont: Tyler to Poinsette	2,070	J14	NW	N	Y	1948	N	80	N	Y	N	13	33.2	23.0	12
90	S Lafayette: Rudisill to Wiebke	1,390	N11	SE	N	N	1914	N	50	N	Y	Y	1	3.8	3.8	12
91	Trentman: Queen to Wayne Trace	2,630	Q7	SE	N	N	1955	N	75	N	Y	Y	17	34.1	20.1	12
92	Webster: Dewald to Melita	1,770	M2,M3	SE	Y	N	1900	N	45	N	N	Y	2	6.0	15.5	12
93	Abbott: McKinnie to Oxford	2,630	P11	SE	N	Y	1929	N	50	N	Y	N	3	6.0	6.0	11
94	**Beaty: McArthur north to LHR**	2,250	I27,31	SW	Y	Y	1950	N	36	N	N	N	25	58.7	35.2	11
95	Beaver: Pettit to Lexington	2,910	K15,L15	SE	N	N	1921	N	110	N	N	Y	4	7.3	17.0	11

RANKINGS BY POINT SYSTEM

WATER DISTRIBUTION PROGRAM

PROGRAMMED MAIN REPLACEMENTS - IDENTIFIED PROJECTS

BOLD = Designed - Full area done

Red = Designed - Partial area done

NO.	PROJECT TITLE	PROJECT LENGTH	QUAD MAP	1/4 of City	EXISTING MAIN			MASTER PLAN	# OF CUSTOMERS	FLUSHING PROGRAM	RUSTY WATER	LOW PRESS.	MAIN BREAKS	BREAKS PER MILE		PROJ. TOTAL PTS - OF 30
					UNDERSIZED	NEED FH'S	AGE							ENTIRE PROJECT	HIGHEST SEGMENT	
96	Bowser: Colerick to Pontiac	1,150	O7	SE	N	N	1916	N	46	N	Y	N	0	0.0	0.0	11
97	Capitol & Maple Grove: Woodsdale to De	3,580	Q15	SE	N	N	1956	N	60	N	Y	N	27	39.8	33.2	11
98	Clinton Ct: Packard to Pryle	630	M7	SE	N	N	1900	N	25	N	Y	N	0	0.0	0.0	11
99	Cortland: State to Lillian	1,090	L18	NE	N	N	1924	N	25	N	Y	N	5	24.2	62.1	11
100	Dalewood Dr and Bradwood Drive	2,600	S22	NE	N	Y	1958	N	48	N	N	Y	23	46.7	37.0	11
101	Dewald: Hoagland to Webster	590	M3	SE	N	N	1900	N	21	N	Y	N	1	8.9	8.9	11
102	Elyetta: Geneva to Taylor	2,010	H3	SW	N	Y	1939	N	30	N	Y	N	21	55.2	34.1	11
103	Ethel: Irene to Goshen	1,200	K18	NW	N	N	1939	N	30	N	Y	N	8	35.2	26.4	11
104	Foresthill: Cumberland to Fernwood	1,350	N26	NW	N	N	1945	N	15	N	Y	Y	10	39.1	48.0	11
105	Harrison: Superior to RR	450	M10	NW	Y	Y	1900	N	6	N	N	N	7	82.1	58.7	11
106	Holton: Capitol to McKinnie	1,500	O15	SE	N	Y	1939	N	52	N	Y	N	12	42.2	28.2	11
107	Lillie: Rudisill to Oxford	1,190	O11	SE	N	N	1916	N	40	N	Y	N	0	0.0	0.0	11
108	McCormick: Birchwood to Redwood	2,050	R3	SE	N	N	1929	N	50	N	Y	N	0	0.0	0.0	11
109	Newport: Cumberland to Ridgewood	520	N22	NE	N	N	1945	N	15	N	Y	N	1	10.2	10.2	11
110	Ridgewood: N Clinton to Newport	1,000	N26	NE	N	N	1945	N	25	N	Y	N	7	37.0	26.4	11
111	Sheridan Ct: Old Mill to Kimmel	1,090	K11	SE	N	N	1925	N	45	N	Y	N	5	24.2	19.4	11
112	Smith: Roosevelt to Fairfax	320	O19	SE	N	N	1950	N	8	N	Y	N	4	66.0	49.5	11
113	Wayne Trace: Evans to McKee	1,090	Q7	SE	N	Y	1939	N	15	N	Y	N	6	29.1	19.4	11
114	Webster: Paulding to Petit	2,800	M19	SE	N	Y	1928	N	80	N	N	N	37	69.8	43.4	11
115	Weisser Park: Eckart to Buchanan	3,740	N03/N07	SE	N	N	1900	N	140	N	N	Y	4	5.6	55.6	11
116	Winter: Petit to McKinnie	2,610	O15	SE	N	Y	1945	N	91	N	Y	N	14	28.3	18.2	11
117	Anderson: Spy Run to Griswold	1,320	N10	NW	N	Y	1920	N	50	N	Y	N	1	4.0	4.0	10
118	Austin/Schaper/Devonshire: Ashcroft to As	3,550	Q15/Q19	SE	N	N	1959	N	80	N	N	Y	18	26.8	26.8	10
119	Babcock: Bluffton to Winchester	1,690	J19	SW	Y	N	1958	N	30	N	Y	N	0	0.0	0.0	10
120	Barr: Esmond to Leith	520	M7	SE	Y	N	1900	N	20	N	N	Y	0	0.0	0.0	10
121	Barr: Rudisill to Dalman	2,160	M7, M11	SE	N	Y	1915	N	120	N	N	Y	0	0.0	0.0	10
122	Berkley: Camelot to Eastwick	1,010	T18	NE	Y	N	1966	N	20	N	Y	N	4	20.9	52.8	10
123	Charlotte: Carew to Hobson	2,600	Q18	NE	N	Y	1925	N	63	N	N	N	28	52.8	60.0	10
124	Clara: Kentucky to Crescent	1,040	Q18	NE	N	Y	1925	N	35	N	Y	N	5	25.4	20.3	10
125	Clara: Carew to Beacon	1,320	Q18	NE	N	Y	1925	N	56	N	N	N	12	48.0	40.0	10
126	Downingtown: Chatham to Burns	1,470	N23	SE	N	N	1958	N	42	N	N	Y	5	18.0	31.1	10
127	Drexel: Anthony to Abbott	1,630	P7	SE	N	Y	1900	N	60	N	N	Y	0	0.0	0.0	10
128	Emma: RR to Tyler	890	J14	NW	N	N	1928	N	26	N	Y	Y	0	0.0	0.0	10
129	Franklin: Sinclair to Spring	1,070	K10	NW	Y	Y	1900	N	27	N	N	N	6	29.6	8.8	10
130	Karen: Ellwood to Reed	890	S18	NE	N	N	1957	N	20	N	Y	N	10	59.3	41.5	10
131	Lafontain: Taylor south to D.E.	580	I3	SW	N	N	1944	N	15	N	N	Y	4	36.4	18.2	10
132	Lillie: Petit to Capitol	1,110	O15	SE	N	Y	1951	N	45	N	Y	Y	0	0.0	0.0	10
133	Oliver: McKinnie to Rudisill	1,440	O11	SE	N	Y	1942	N	50	N	N	N	12	44.0	48.0	10
134	Rolston: Springfield to Merivale	970	Q22	NE	N	N	1948	N	25	N	N	N	12	65.3	59.9	10
135	S Harrison: Belmont to Petit	1,710	M19	SE	N	Y	1939	N	50	N	Y	N	8	24.7	6.2	10
138	Schele: Summer to Roy	1,240	Q3	SE	N	N	1924	N	20	N	Y	N	7	29.8	17.0	10
137	St. Martins: Lafayette to Warsaw	1,310	N3	SE	Y	Y	1900	N	40	N	N	N	5	20.2	22.6	10
138	W. Superior/Jackson/Greeley	1,200	L6	SE	Y	Y	1900	N	35	N	N	N	3	13.2	18.9	10
139	Wefel: High to Sherman	730	L10	NW	Y	N	1900	N	15	N	Y	N	0	0.0	0.0	10
140	Wenonah & Meda: Engle to Ojibway	2,940	I11	SW	N	N	1951	N	61	N	Y	N	19	34.1	34.0	10
141	Yorkshire & Beatrice: Cloverbrook to She	1,410	R19	SE	N	N	1981	N	28	N	N	N	26	97.4	117.3	10
142	Beaverbrook/Kirkdale/Springwood	2,620	V26	NE	N	N	1967	N	70	N	N	Y	8	15.0	15.0	9
143	Butler: Clinton to Lafayette	880	M3	SE	N	N	1900	N	30	N	N	Y	0	0.0	0.0	9
144	Calhoun: Pettit to Fleming	700	M15	SE	N	Y	1926	N	10	N	N	N	11	83.0	75.0	9

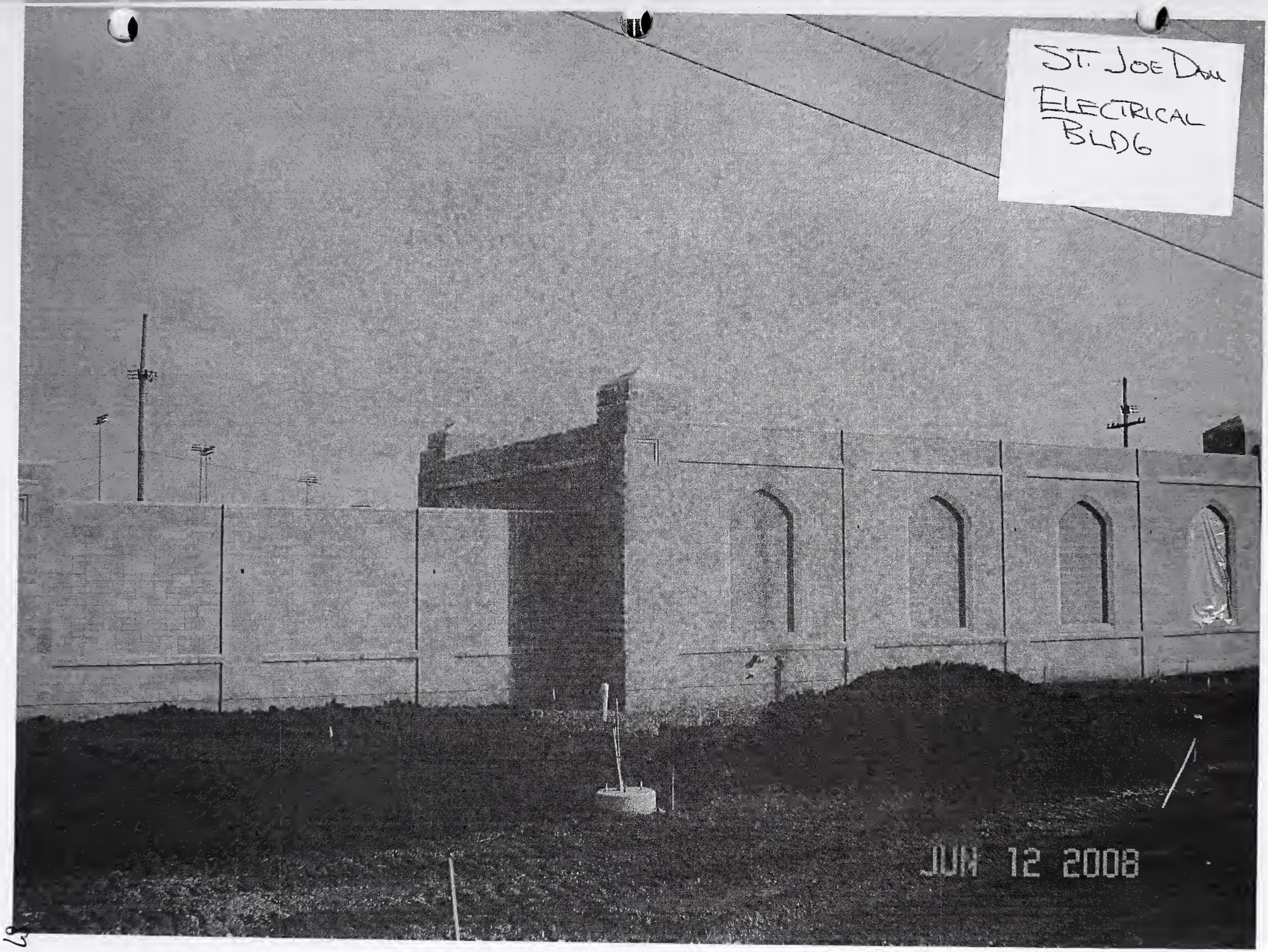
Appendix "C"

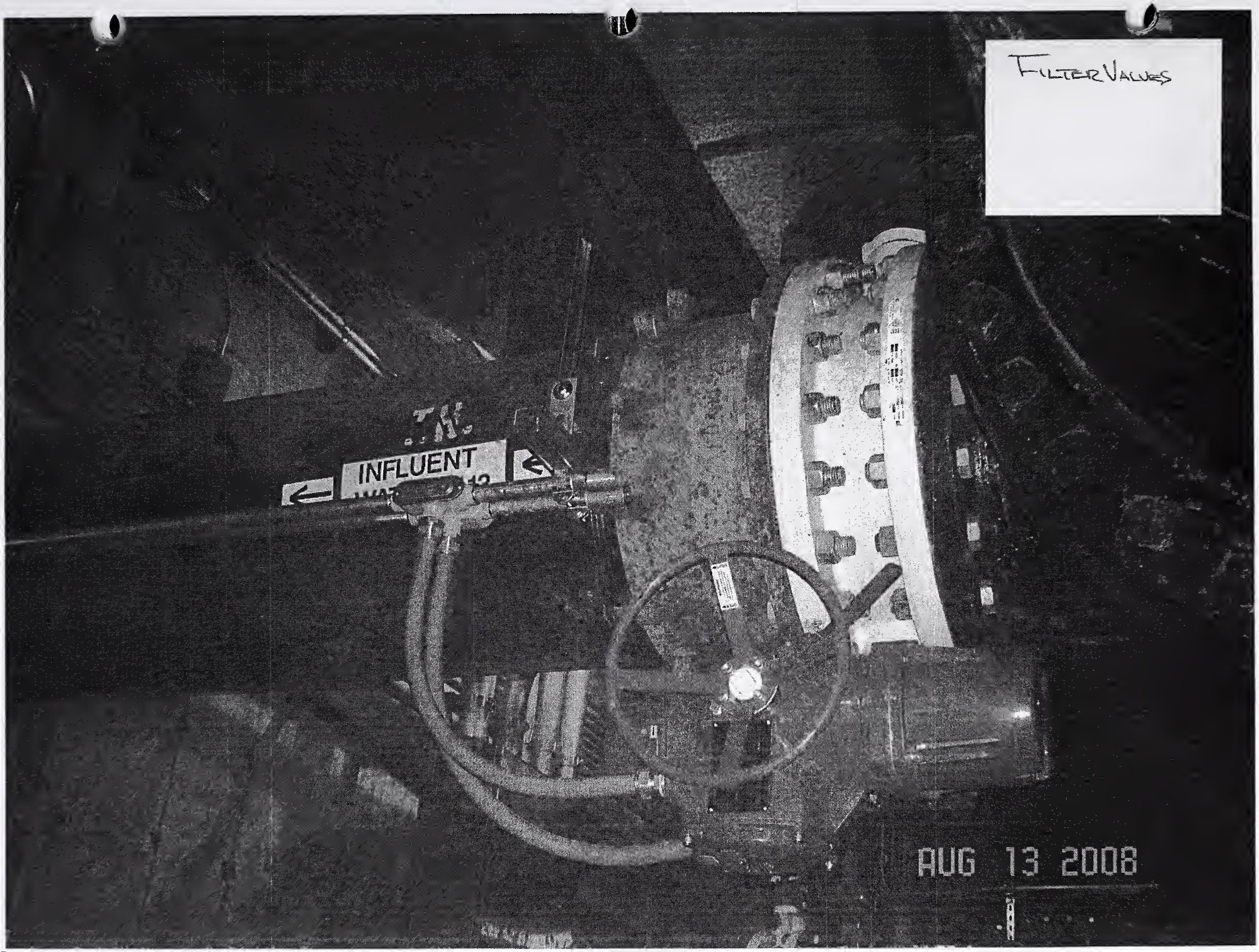
Photos of the St. Joe Dam Pumping Station & the Three Rivers Filtration Plant Current Ongoing Improvements Project Funded by 2006 SRF

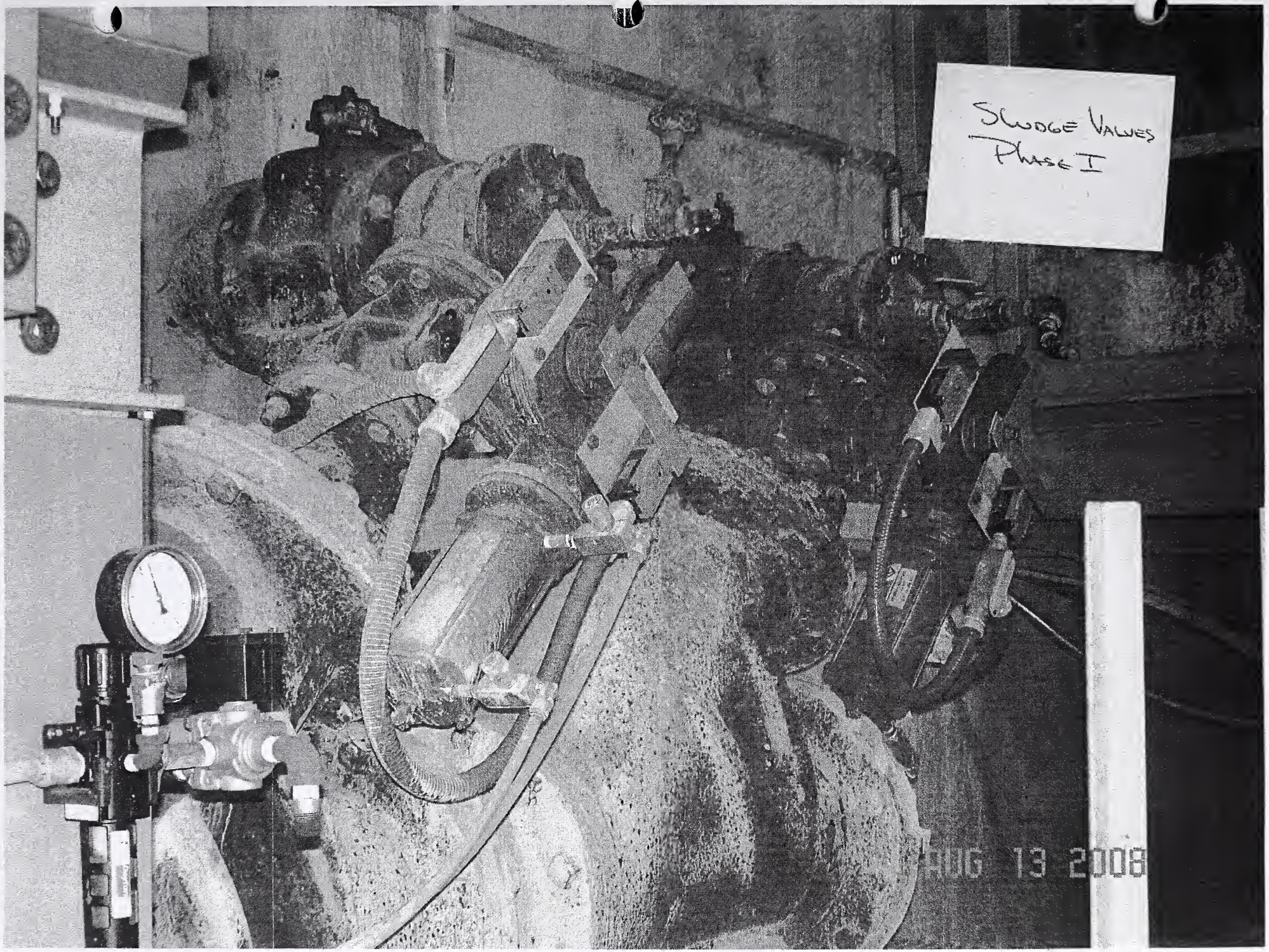
Water Utility Improvements Preliminary Engineering Report (PER – Addendum #1)

City of Fort Wayne
Allen County, Indiana

NORTH PUMP
& ELECTRICAL
BLDG.
AUG 13 2008


ST. JOE DAM
ELECTRICAL
BLDG
JUN 12 2008


FILTER VALVES
INFLUENT
AUG 13 2008

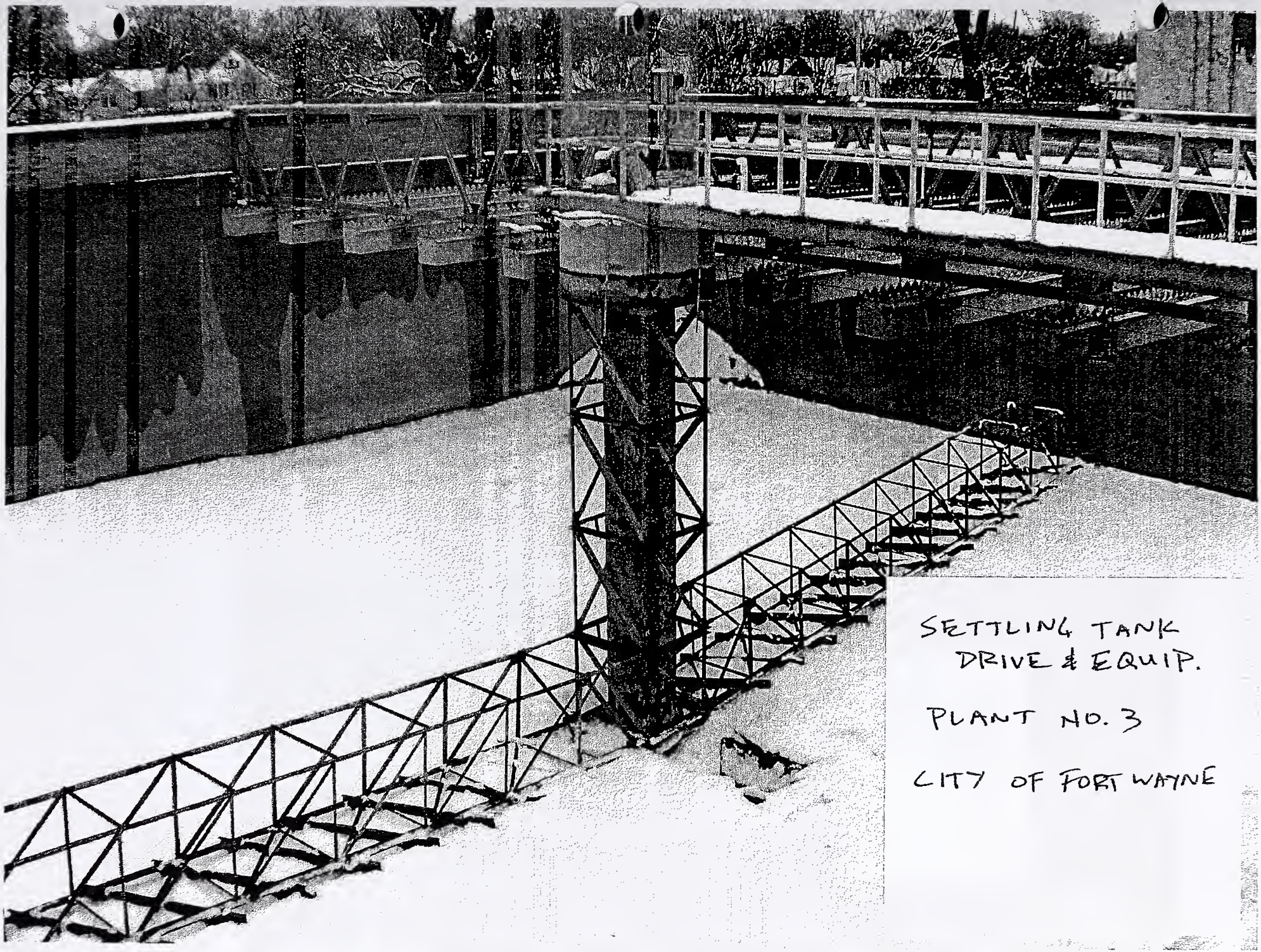

Sludge Valves
Phase I
AUG 13 2008

Appendix "D"

Additional Photos of Existing Equipment of Plant #3

Water Utility Improvements
Preliminary Engineering Report
(PER – Addendum #1)

City of Fort Wayne
Allen County, Indiana

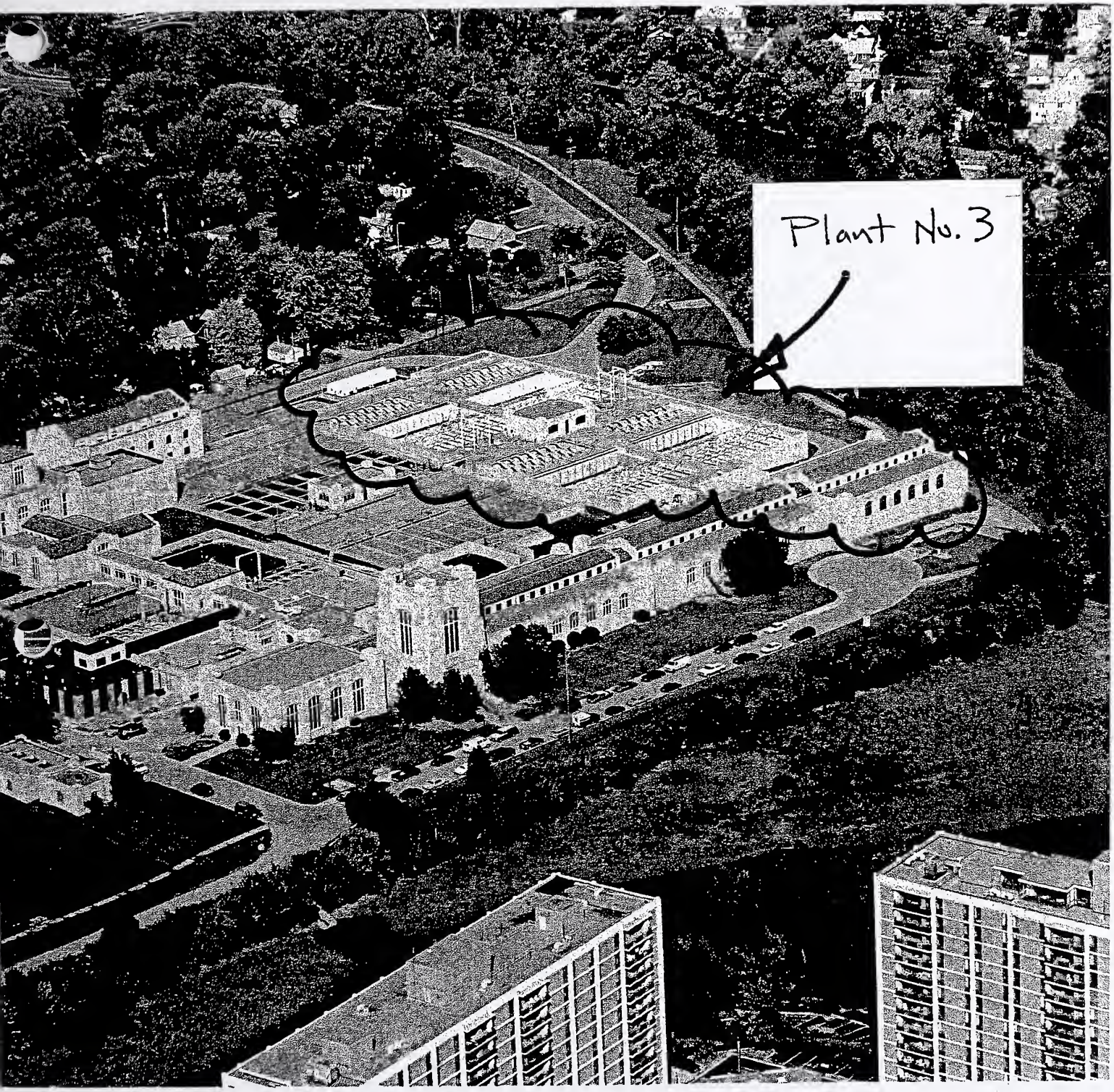


SETTLING TANK
DRIVE & EQUIP.

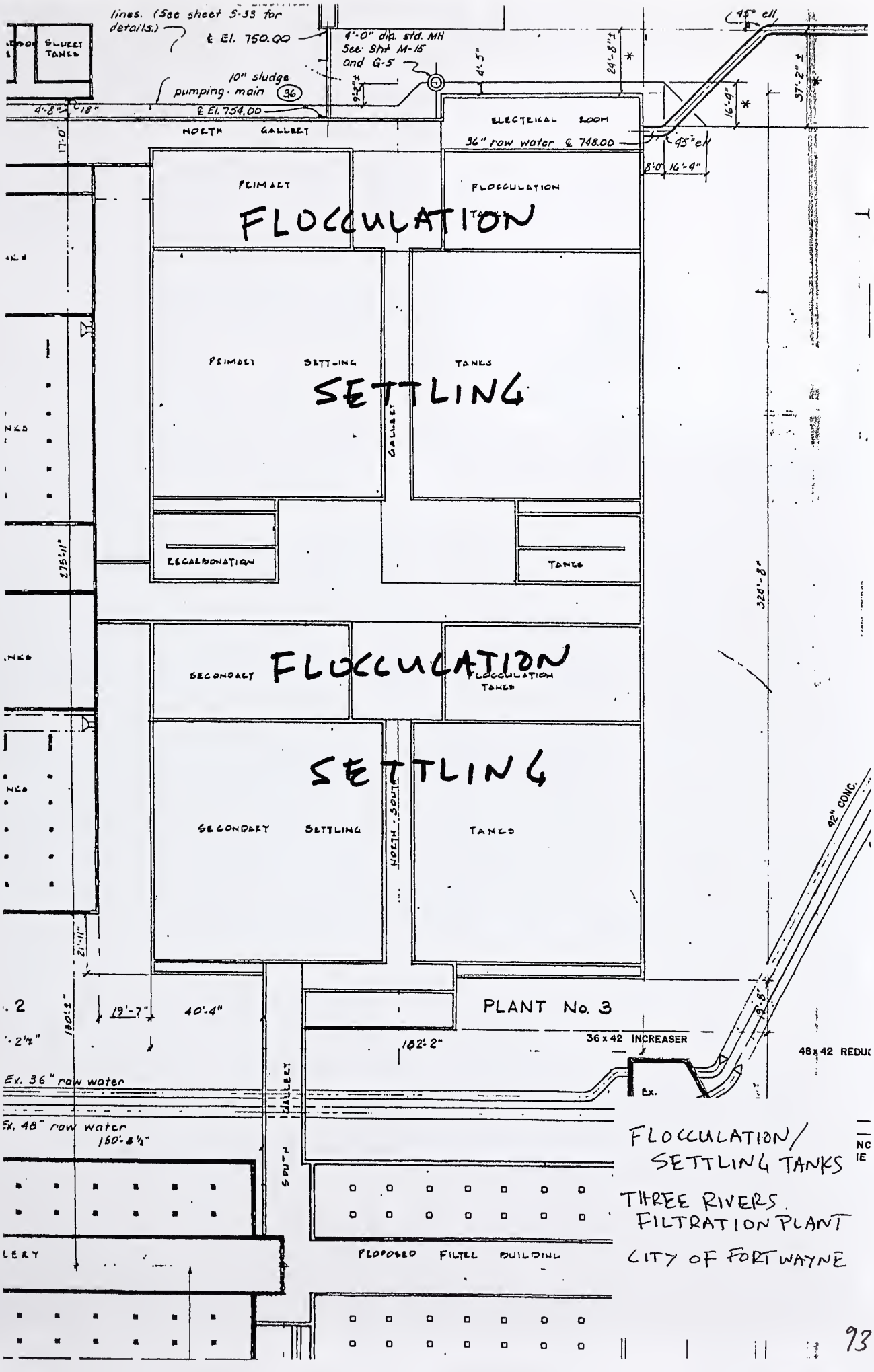
PLANT NO. 3

CITY OF FORT WAYNE

16



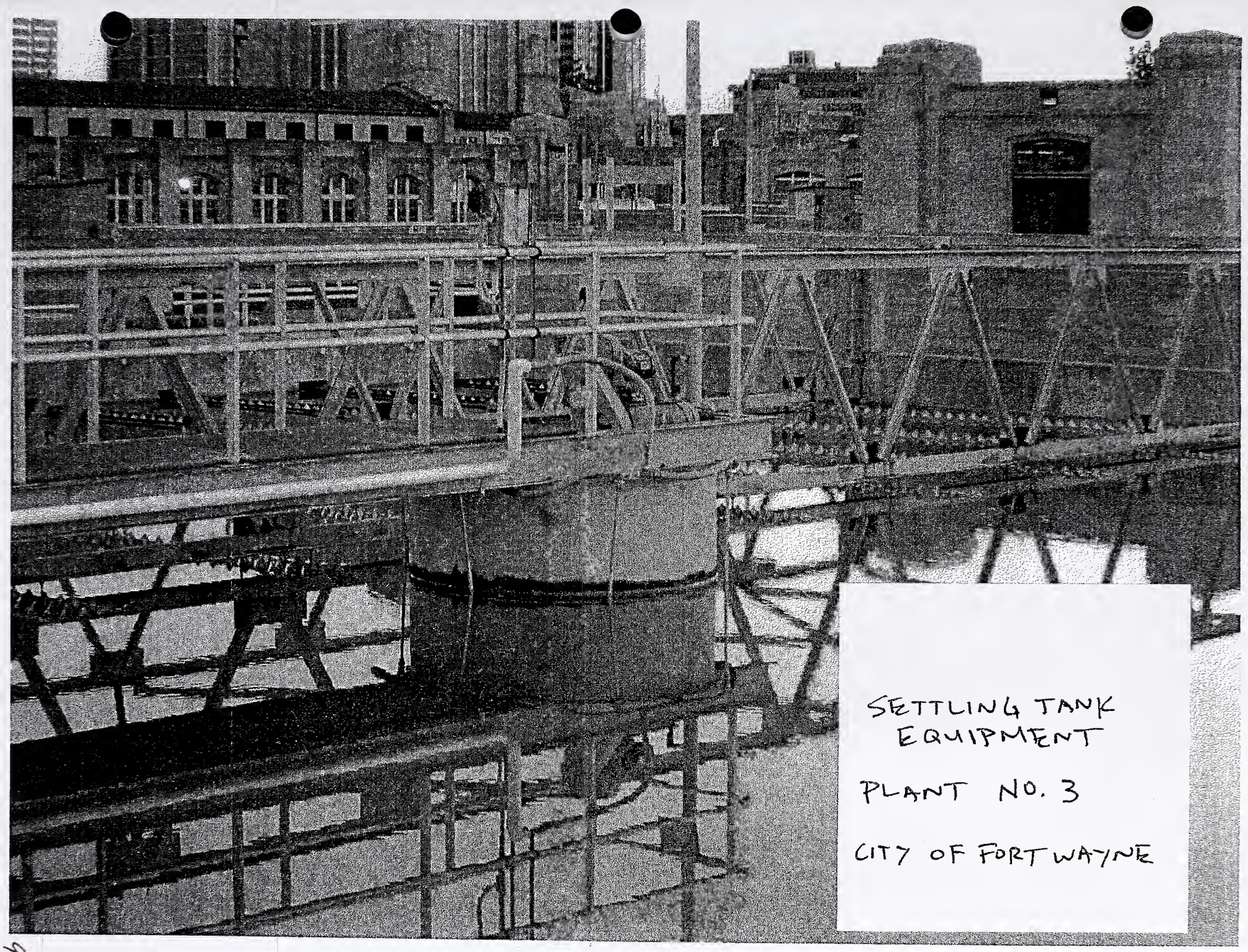
SITE PLAN
THREE RIVERS FILTRATION
CITY OF FORT WAYNE



FLOCCULATION/
SETTLING TANKS

THREE RIVERS
FILTRATION PLANT

CITY OF FORT WAYNE



SETTLING TANK
EQUIPMENT

PLANT NO. 3

CITY OF FORT WAYNE

JUL 5 2006

25

Appendix "E"

Farmland Conversion Impact Rating Form

Water Utility Improvements
Preliminary Engineering Report
(PER – Addendum #1)

City of Fort Wayne
Allen County, Indiana

NRCS
Natural Resources Conservation Service
P.O. Box 2890
Washington, D.C. 20013

APPENDIX
"E"

Benjamin Adams, P.E.
Commonwealth Engineers, Inc.
10315 Dawson's Creek Blvd., Suite D
Ft. Wayne, Indiana 46825

Dear Mr. Adams:

The revised project to construct new water mains and make water treatment facility improvements in Allen County, Indiana, as referred to in your letter dated September 24, 2008, will not cause a conversion of prime farmland.

If you need further information, please contact Lisa Bolton at 317-290-3200, extension 342.

Sincerely,

Jane E. Hardisty

JANE E. HARDISTY
State Conservationist

Enclosures

U.S. Department of Agriculture

FARMLAND CONVERSION IMPACT RATING

PART I *(To be completed by Federal Agency)*		Date Of Land Evaluation Request 9/24/08	
Name Of Project Water Utility Improvements		Federal Agency Involved IDEM - SRF	
Proposed Land Use Urban Use		County And State Allen County, IN	
PART II *(To be completed by NRCS)*		Date Request Received By NRCS 10-9-08	
Does the site contain prime, unique, statewide or local important farmland? *(If no, the FPPA does not apply -- do not complete additional parts of this form).*	Yes ☐	No ☒	Acres Irrigated / Average Farm Size
Major Crop(s)	Farmable Land In Govt. Jurisdiction Acres: %		Amount Of Farmland As Defined in FPPA Acres: %
Name Of Land Evaluation System Used	Name Of Local Site Assessment System		Date Land Evaluation Returned By NRCS 10-15-08

PART III *(To be completed by Federal Agency)*	Alternative Site Rating			
	Site A	Site B	Site C	Site D
A. Total Acres To Be Converted Directly	0.0			
B. Total Acres To Be Converted Indirectly	0.0			
C. Total Acres In Site	0.0	0.0	0.0	0.0
PART IV *(To be completed by NRCS)* Land Evaluation Information				
A. Total Acres Prime And Unique Farmland				
B. Total Acres Statewide And Local Important Farmland				
C. Percentage Of Farmland In County Or Local Govt. Unit To Be Converted				
D. Percentage Of Farmland In Govt. Jurisdiction With Same Or Higher Relative Value				
PART V *(To be completed by NRCS)* Land Evaluation Criterion Relative Value Of Farmland To Be Converted *(Scale of 0 to 100 Points)*	0	0	0	0

PART VI *(To be completed by Federal Agency)* Site Assessment Criteria *(These criteria are explained in 7 CFR 658.5(b)*	Maximum Points				
1. Area In Nonurban Use					
2. Perimeter In Nonurban Use					
3. Percent Of Site Being Farmed					
4. Protection Provided By State And Local Government					
5. Distance From Urban Builtup Area					
6. Distance To Urban Support Services					
7. Size Of Present Farm Unit Compared To Average					
8. Creation Of Nonfarmable Farmland					
9. Availability Of Farm Support Services					
10. On-Farm Investments					
11. Effects Of Conversion On Farm Support Services					
12. Compatibility With Existing Agricultural Use					
TOTAL SITE ASSESSMENT POINTS	160	0	0	0	0
PART VII *(To be completed by Federal Agency)*					
Relative Value Of Farmland *(From Part V)*	100	0	0	0	0
Total Site Assessment *(From Part VI above or a local site assessment)*	160	0	0	0	0
TOTAL POINTS *(Total of above 2 lines)*	260	0	0	0	0

Site Selected:	Date Of Selection	Was A Local Site Assessment Used? Yes ☐ No ☐

Reason For Selection:

(See Instructions on reverse side)

Form AD-1006 (10-83)

This form was electronically produced by National Production Services Staff

U.S. Department of Agriculture

FARMLAND CONVERSION IMPACT RATING

PART I *(To be completed by Federal Agency)*	Date Of Land Evaluation Request 9/24/08
Name Of Project Water Utility Improvements	Federal Agency Involved IDEM - SRF
Proposed Land Use Urban Use	County And State Allen County, IN
PART II *(To be completed by NRCS)*	Date Request Received By NRCS 10-9-08

Does the site contain prime, unique, statewide or local important farmland? *(If no, the FPPA does not apply -- do not complete additional parts of this form).*	Yes ☐	No ☒	Acres Irrigated / Average Farm Size
Major Crop(s)	Farmable Land In Govt. Jurisdiction Acres: %		Amount Of Farmland As Defined in FPPA Acres: %
Name Of Land Evaluation System Used	Name Of Local Site Assessment System		Date Land Evaluation Returned By NRCS 10-15-08

PART III *(To be completed by Federal Agency)*	Alternative Site Rating Site A	Site B	Site C	Site D
A. Total Acres To Be Converted Directly	0.0			
B. Total Acres To Be Converted Indirectly	0.0			
C. Total Acres In Site	0.0	0.0	0.0	0.0
PART IV *(To be completed by NRCS)* Land Evaluation Information				
A. Total Acres Prime And Unique Farmland				
B. Total Acres Statewide And Local Important Farmland				
C. Percentage Of Farmland In County Or Local Govt. Unit To Be Converted				
D. Percentage Of Farmland In Govt. Jurisdiction With Same Or Higher Relative Value				
PART V *(To be completed by NRCS)* Land Evaluation Criterion Relative Value Of Farmland To Be Converted *(Scale of 0 to 100 Points)*	0	0	0	0

PART VI *(To be completed by Federal Agency)* Site Assessment Criteria *(These criteria are explained in 7 CFR 658.5(b)*	Maximum Points				
1. Area In Nonurban Use					
2. Perimeter In Nonurban Use					
3. Percent Of Site Being Farmed					
4. Protection Provided By State And Local Government					
5. Distance From Urban Builtup Area					
6. Distance To Urban Support Services					
7. Size Of Present Farm Unit Compared To Average					
8. Creation Of Nonfarmable Farmland					
9. Availability Of Farm Support Services					
10. On-Farm Investments					
11. Effects Of Conversion On Farm Support Services					
12. Compatibility With Existing Agricultural Use					
TOTAL SITE ASSESSMENT POINTS	160	0	0	0	0
PART VII *(To be completed by Federal Agency)*					
Relative Value Of Farmland *(From Part V)*	100	0	0	0	0
Total Site Assessment *(From Part VI above or a local site assessment)*	160	0	0	0	0
TOTAL POINTS *(Total of above 2 lines)*	260	0	0	0	0

Site Selected:	Date Of Selection	Was A Local Site Assessment Used? Yes ☐ No ☐

Reason For Selection:

(See instructions on reverse side)

Form AD-1006 (10-83)

This form was electronically produced by National Production Services Staff

Appendix "F"

Historical Documentation

Water Utility Improvements
Preliminary Engineering Report
(PER – Addendum #1)

City of Fort Wayne
Allen County, Indiana

102

FORT WAYNE

INTERIM REPORT
INDIANA HISTORIC SITES AND STRUCTURES INVENTORY

103

AMV

ALLEN COUNTY PUBLIC LIBRARY
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Fort Wayne, Indiana interim report
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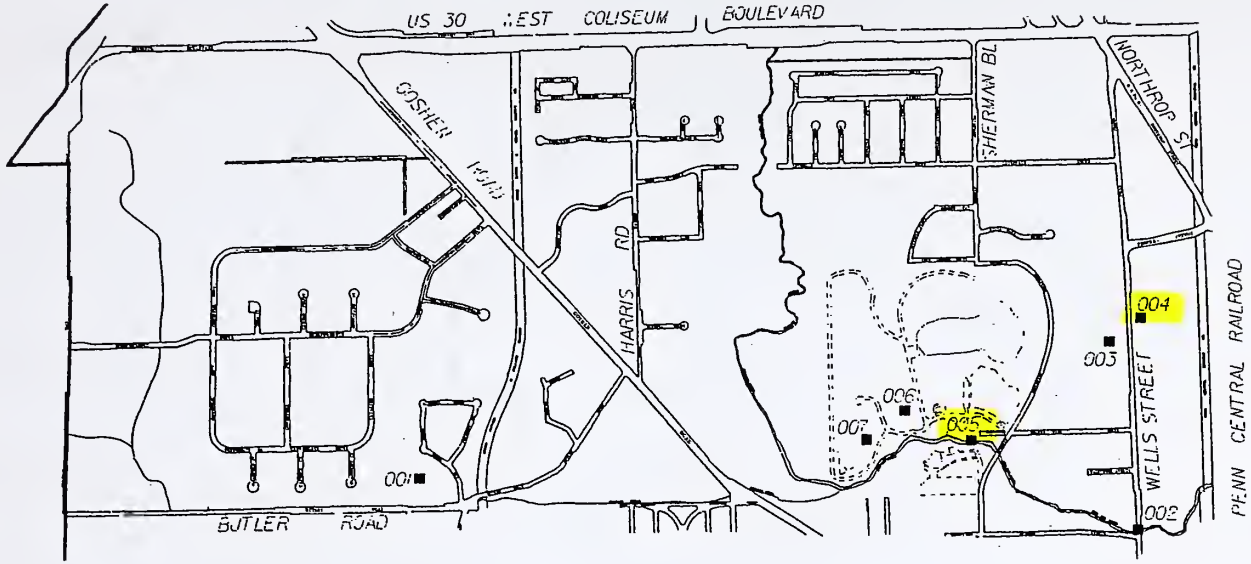
FORT WAYNE
INDIANA

-INTERIM REPORT-

A PRESENTATION OF HISTORIC RESOURCES
ACHIEVEMENTS AND POSSIBILITIES
1996

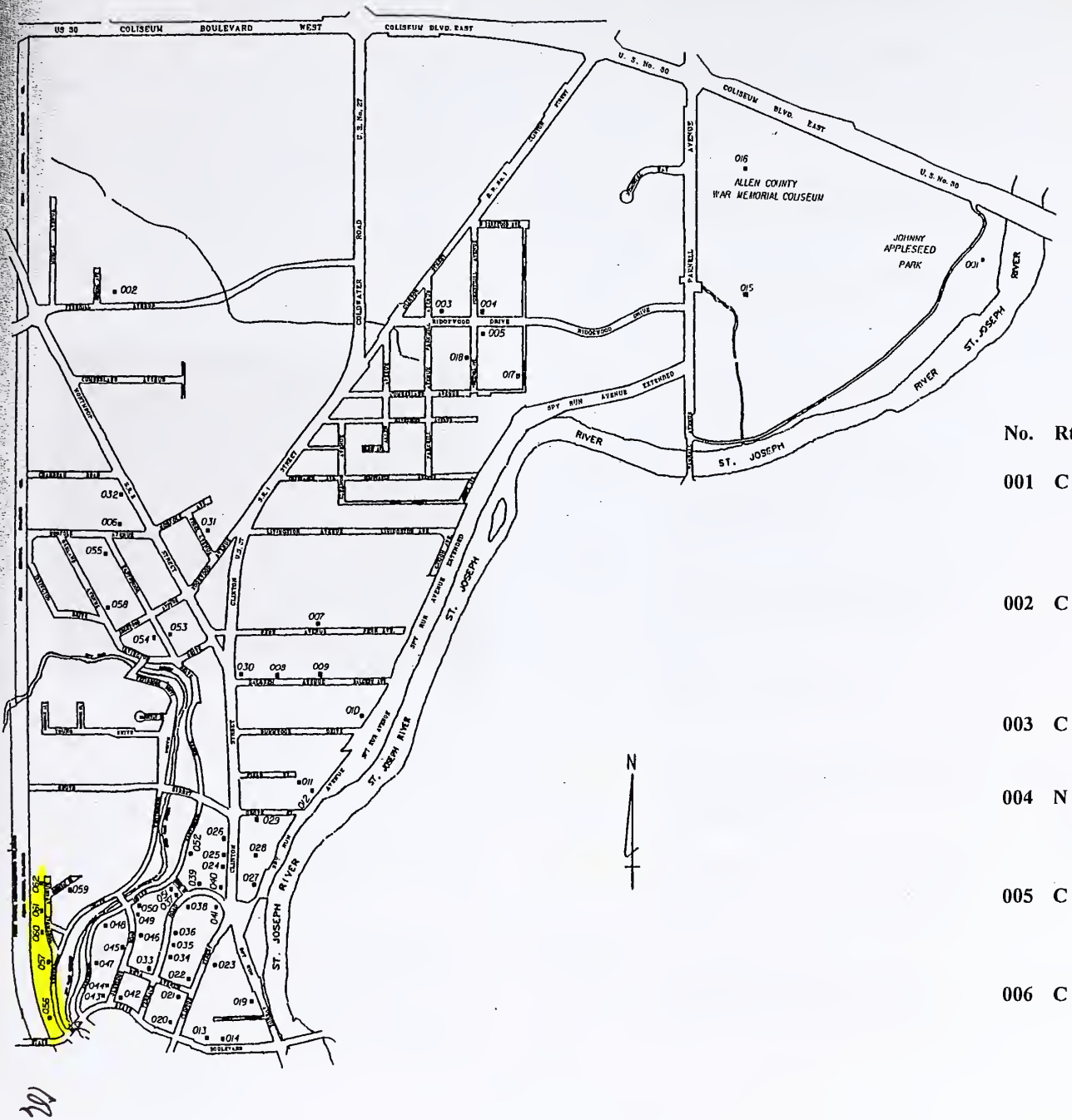
Sector 08 (003-215-08001/08007)



No.	Rtg.	Description
001	N	**House,** 2716 Butler Rd.; Colonial Revival, c.1940; Architecture
002	O	**Wells Street Bridge (#542) over Spy Run Creek,** 3000 Wells St.; Melan truss reinforced concrete arch bridge, 1914 (O.B. Wiley, engineer; Burk Construction Co., New Castle, IN, builders); Engineering, Transportation
003	O	**House,** 3325 Wells St.; American Foursquare/Queen Anne/Romanesque influence, vernacular stone construction, c.1908; Architecture, Vernacular/ Construction
004	C	**House,** 3522 Wells St.; Italianate/Gable front, c.1880/c.1980; Architecture, Vernacular/Construction
005	C	**Franke Park Bridge over Spy Run Creek,** Franke Park Drive near Sherman Blvd.; Park Rustic/Reinforced concrete deck bridge, 1947; Engineering, Entertainment/recreation
006	C	**Franke Park Public Restrooms,** Franke Park Drive; Tudor Revival, c.1938; Architecture, Entertainment/ recreation
007	C	**Franke Park Pavilion #2,** Franke Park Drive; Functional park structure, c.1950; Entertainment/recreation

08001

Sector 09 (003-214/215-09001/09062)



No.	Rtg.	Description
001	C	**Vietnam War Memorial,** 3900 Harry W. Baals Dr.; Military Tank, c.1955; War Memorial, 1968; Military, Social history (214)
002	C	**House,** 205 Fernhill Ave.; Vernacular Craftsman/Tudor Revival, c.1930; Architecture, Vernacular/Construction (215)
003	C	**House,** 611 Ridgewood Dr.; Craftsman Bungalow, c.1930; Architecture (215)
004	N	**Wayne Schlosser House,** 705 Ridgewood Dr.; American Foursquare/ Craftsman, c.1927; Architecture (215)
005	C	**Carl Bassett House,** 706 Ridgewood Dr.; Craftsman Bungalow, c.1927; Architecture (215)
006	C	**House,** 215 Norfolk Ave.; Gabled-T/ Craftsman, c.1890/c.1930; Architecture, Vernacular/Construction (215)

039 N **House,** 2611 Terrace Rd.; Tudor Revival, c.1935; Architecture (215)

040 O **House,** 2615 Terrace Rd.; Tudor Revival/French Eclectic, c.1935; Architecture (215)

041 C **House,** 2620 Terrace Rd.; Colonial Revival, c.1935; Architecture (215)

042 C **G. Howard Benninghoff House,** 2302 Oakridge Rd.; Craftsman, c.1920; Architecture (215)

043 C **Herman Roembke House,** 2309 Oakridge Rd.; American Foursquare, c.1920; Architecture (215)

09040

044 C **Floyd Harris House,** 2313 Oakridge Rd.; Craftsman, c.1920; Architecture (215)

045 C **Howard Houston House,** 2401 Oakridge Rd.; Dutch Colonial Revival, c.1926; Architecture (215)

046 C **Lustron House and Garage,** 2510 Oakridge Rd.; Lustron-2 bedroom house, Lustron garage, c.1950 (Lustron Corporation, Columbus, OH); Architecture, Commerce, Engineering (215)

047 C **House,** 2324 Eastbrook Dr.; Colonial Revival, c.1939; Architecture (215)

048 N **House,** 2518 Eastbrook Dr.; Tudor Revival, c.1930; Architecture (215)

049 N **Murray W. Price House,** 2526 Eastbrook Dr.; American Foursquare/Prairie, c.1920; Architecture (215)

050 C **House,** 2530 Eastbrook Dr.; Gable front/Colonial Revival/Tudor Revival, c.1938; Architecture (215)

051 O **Oliver Evans House,** 2560 Eastbrook Dr.; Tudor Revival, c.1925; Architecture (215)

052 C **Herman G. Centlivre House,** 2708 Eastbrook Dr.; Colonial Revival, c.1936; Architecture (215)

053 C **House,** 3218 Eastbrook Dr.; Tudor Revival/Colonial Revival, c.1950; Architecture (215)

054 C **Log House,** 3221 Eastbrook Dr.; Park Rustic/side gable log house, c.1950; Vernacular/Construction (215)

055 C **House,** 3355 Eastbrook Dr.; Tudor Revival/Colonial Revival, c.1950; Architecture (215)

056 C **Ernest Witte House,** 2239 Westbrook Dr.; American Foursquare, c.1922; Architecture (215)

057 C **Isadore Best House,** 2317 Westbrook Dr.; American Foursquare/Colonial Revival, c.1925; Architecture (215)

058 C **House,** 3318 Garland Ave.; Colonial Revival/Tudor Revival, c.1950; Architecture (215)

059 C **Frank Wilson House,** 2516 Greenway Rd.; Craftsman cottage, c.1926; Architecture (215)

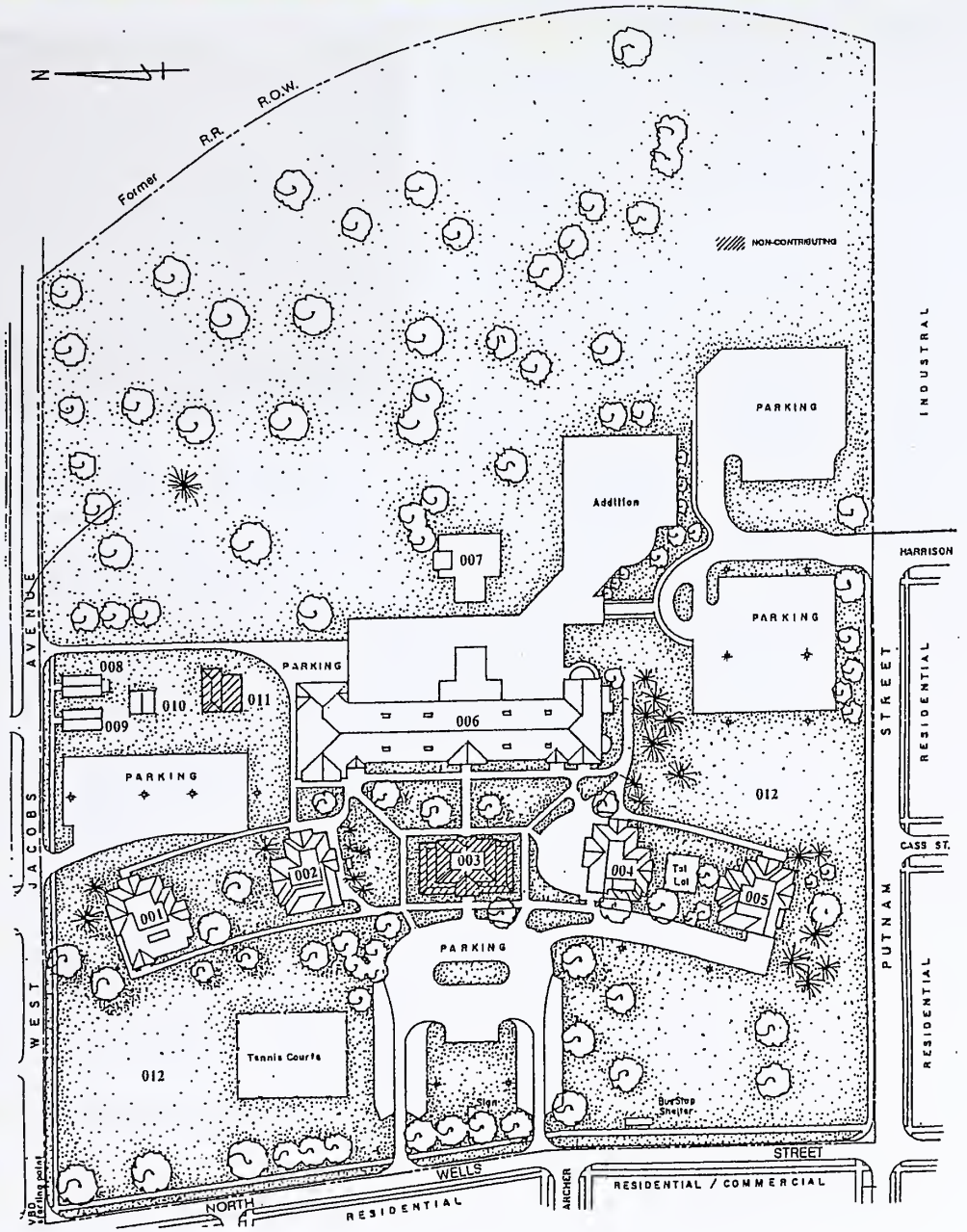
060 C **Hubert Sordelet House,** 2337 Northway Ave.; American Foursquare/Craftsman, c.1926; Architecture (215)

061 C **Volz-Beck House,** 2505 Northway Ave.; Craftsman, c.1925; Architecture (215)

062 C **Michael Hosler House,** 2521 Northway Ave.; Craftsman cottage, c.1926; Architecture (215)

Sector 15

St. Vincent Villa Historic District (003-215-15001/15012)



Listed on the National Register of Historic Places in 1994, the St. Vincent Villa Historic District gains significance from its association with the development of private, religiously affiliated services to accommodate homeless children. The property demonstrates several interesting "new" ideas about child rearing and care in an institutional setting, which were being advocated during the early 20th century; specifically, the notion of home-like cottages, with smaller, more family-like groupings of residents and the importance of recreation and a park-like setting.

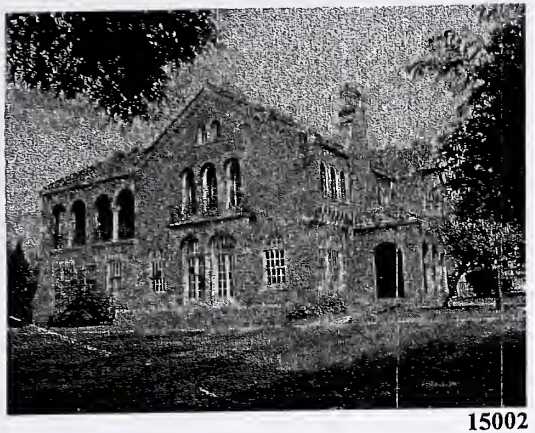
It is also significant as the work of a master, the locally known architect, A.M. Strauss, and as the most outstanding collection of Mission/Spanish Colonial Revival style architecture in Fort Wayne. Carefully arranged in a campus-like setting, the long main building forms a pleasing background for the five cottage buildings which are placed in a crescent facing Wells Street. Constructed of rough textured yellow/ochre brick with red tile roofs, the buildings feature arched windows and french doors, decorative iron balconies and railings, arcades, large chimneys, and stone and copper detailing.

St. Vincent's Orphan Asylum opened in 1886 under the care of the Poor Handmaidens of Jesus Christ as a facility for young girls. Boys were not accepted at the site until 1932 when the first of the present buildings, (two residential "cottages", the main building housing classrooms, the auditorium/gymnasium and chapel, and the boiler house/laundry) were constructed on the site. When the original 1886 building was destroyed by fire in 1950, the final three buildings planned in the 1930s, (two additional cottages and an administration building) were constructed.

No. Add. Description

2000 Wells St. (East Side)

001 NA **North Cottage;** Spanish Eclectic, 1951 (N)



15002

002 NA **First Boys Dormitory;** Spanish Eclectic, 1932 (O)

003 NA **Administration Building; (Bowker Hall);** Spanish Eclectic/Colonial Revival, 1951 (NC)

004 NA **First Girls Dormitory;** Spanish Eclectic, 1932 (O)

005 NA **South Cottage;** Spanish Eclectic, 1951 (N)

006 NA **Main Building;** Italian Romanesque/ Spanish Eclectic, 1932 (O)

007 NA **Boiler House, Garage, & Laundry Building;** Spanish Eclectic/Gothic Revival, 1932 (C)

West Jacobs Ave. (South Side)

008 209 **House;** Craftsman Bungalow, c.1925 (C)

009 207 **Rev. Bernard Wiedau House;** Craftsman Bungalow, c.1925 (C)

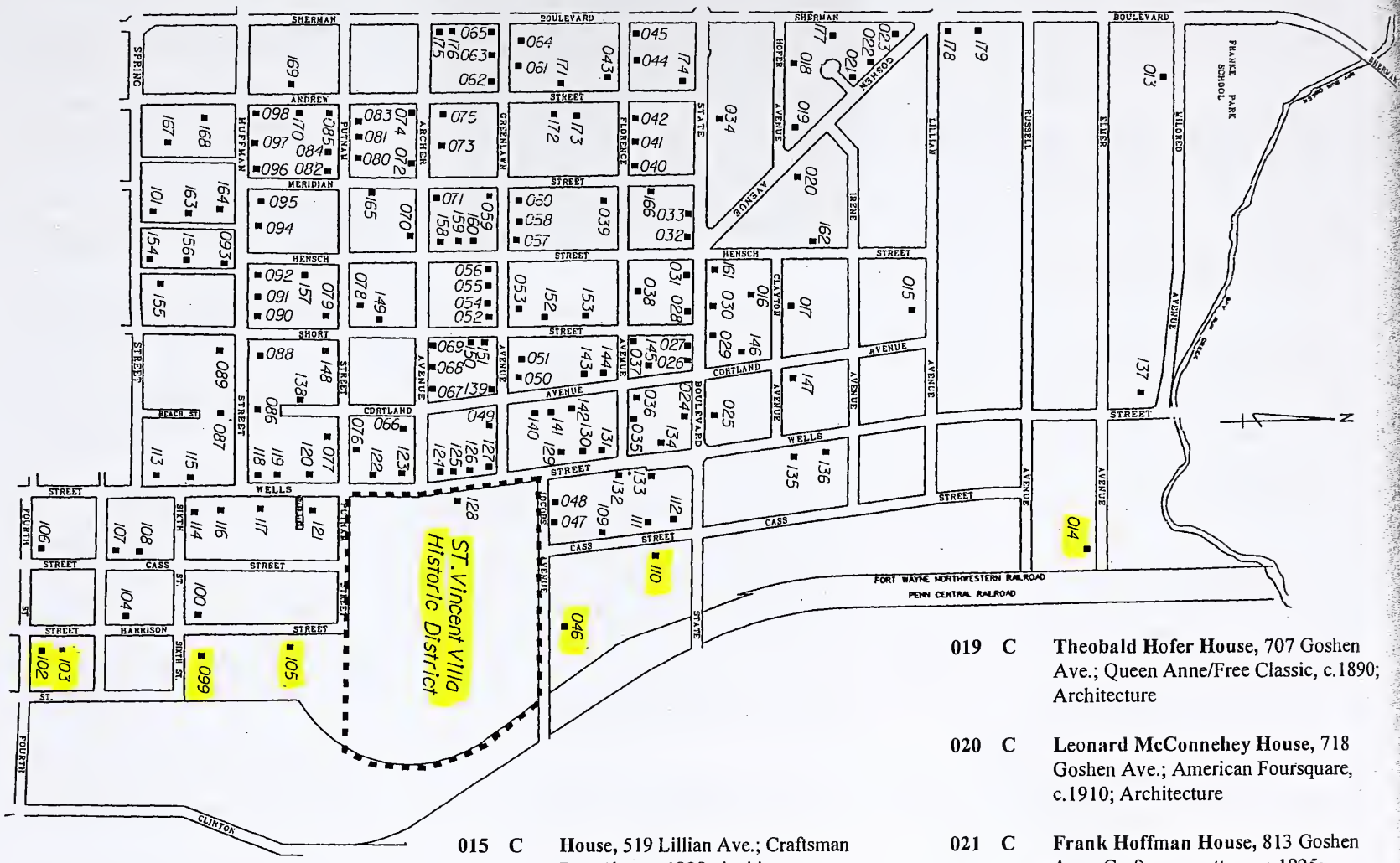
010 207-209 **Garage;** c.1925 (C)

2000 Wells St. (East Side-continued)

011 NA **Storage Building;** c.1960 (NC)

012 NA **Site-Landscape;** c.1932-c.1951 (C)

Sector 15 (003-215-15013/15179)



No.	Rtg.	Description
013	C	**Otto Walker House,** 811 Mildred Ave.; Craftsman cottage, c.1925; Architecture
014	C	**House,** 209 Elmer Ave.; Tudor Bungalow, c.1928; Architecture, Vernacular/Construction
015	C	**House,** 519 Lillian Ave.; Craftsman Bungalow, c.1928; Architecture
016	C	**House,** 523 Clayton Ave.; Craftsman Bungalow, c.1927; Architecture
017	C	**Arthur Bottoms House,** 534 Clayton Ave.; Craftsman Bungalow, c.1920; Architecture
018	C	**House,** 816 Hofer Ave.; Colonial Rev./Cape Cod, c.1940; Architecture
019	C	**Theobald Hofer House,** 707 Goshen Ave.; Queen Anne/Free Classic, c.1890; Architecture
020	C	**Leonard McConnehey House,** 718 Goshen Ave.; American Foursquare, c.1910; Architecture
021	C	**Frank Hoffman House,** 813 Goshen Ave.; Craftsman cottage, c.1925; Architecture
022	C	**House,** 823 Goshen Ave.; Craftsman cottage, c.1928; Architecture
023	C	**Lincoln Highway Service Station (Indian Oil Filling Station),** 843 Goshen Ave.; Tudor Revival, c.1927; Architecture, Commerce, Transportation

024 C **Herman Tieman House,** 417 W. State Blvd.; Colonial Revival/Craftsman Bungalow, c.1920; Architecture

025 N **House,** 426 W. State Blvd.; Craftsman Bungalow, c.1928; Architecture

026 C **Clarence Moore House,** 509 W. State Blvd.; American Foursquare, c.1922; Architecture

027 C **Julian Kaough House,** 515 W. State Blvd.; Colonial Rev./Craftsman, c.1922; Architecture

028 C **Pius Lankford House,** 603 W. State Blvd.; American Foursquare, c.1918; Architecture

029 C **Oscar Schmieman House,** 604 W. State Blvd.; Craftsman, c.1912; Architecture

030 C **Ralph Light House,** 608 W. State Blvd.; American Foursquare/Craftsman, c.1918; Architecture

031 C **House,** 615 W. State Blvd.; Colonial Rev./Tudor Rev., c.1930; Architecture

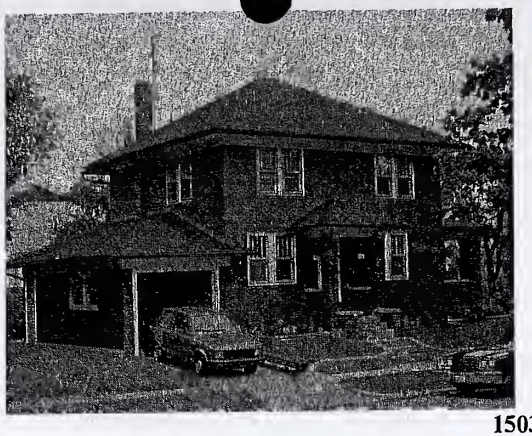
032 N **Edwin Boxberger House,** 641 W. State Blvd.; Colonial Revival, c.1922; Architecture

033 C **Donald Shafter House,** 645 W. State Blvd.; Craftsman/Gable front, c.1920; Architecture, Vernacular/Construction

034 C **House,** 736 W. State Blvd.; Queen Anne/Gabled ell, c.1890; Architecture, Vernacular/Construction

035 C **House,** 416 Florence Ave.; Tudor Rev./ Cape Cod, c.1940; Architecture

036 N **House,** 430 Florence Ave.; American Foursquare, c.1928; Architecture



15036

037 C **Harry Davis House,** 516 Florence Ave.; American Foursquare, c.1915; Architecture

038 C **Charles Osterman House,** 624 Florence Ave.; American Foursquare, c.1918; Architecture

039 C **House,** 665 Florence Ave.; Craftsman cottage, c.1928; Architecture

040 C **Edson Bishop House,** 718 Florence Ave.; American Foursquare, c.1927; Architecture

041 C **Thomas Collins House,** 722 Florence Ave.; Craftsman/Gable Front, c.1920; Architecture

042 N **Albert Mordhorst House,** 728 Florence Ave.; Craftsman Bungalow, c.1920; Architecture

043 C **Wm. Trevey House,** 809 Florence Ave.; Craftsman cottage, c.1920; Architecture

044 C **Wm. C. Bruns House,** 812 Florence Ave.; Craftsman Bungalow, c.1918; Architecture

045 N **House,** 816 Florence Ave.; Craftsman Bungalow, c.1928; Architecture

046 C **Fort Wayne Tire and Rubber Mfg. Hoosier Paint Works Plant;** 202 Jacobs Ave.; Craftsman/Industrial, c.1919/c.1925; Architecture, Industry

047 C **Theodore Fisher House,** 314 Jacobs Ave.; American Foursquare, c.1915; Architecture

048 C **Russell Jenkins House,** 320 Jacobs Ave.; American Foursquare, c.1922; Architecture

049 C **Ralph D. Dunn House,** 417 Greenlawn Ave.; Craftsman Bungalow, c.1910; Architecture

050 C **Arthur Hubler House,** 506 Greenlawn Ave.; Craftsman, c.1918; Architecture

051 C **House,** 514 Greenlawn Ave.; American Foursquare, c.1928; Architecture

052 C **Jones-Hayes House,** 603 Greenlawn Ave.; Craftsman cottage, c.1915; Architecture

053 C **Ernest Sunderland House,** 610 Greenlawn Ave.; Craftsman Bungalow, c.1915; Architecture

054 C **Russell Miller House,** 611 Greenlawn Ave.; Craftsman cottage, c.1915; Architecture

055 C **Walter Freimuth House,** 619 Greenlawn Ave.; American Foursquare, c.1915; Architecture

056 C **House,** 625 Greenlawn Ave.; Colonial Revival/Craftsman, c.1928; Architecture

057 C **Herman Oetting House,** 638 Greenlawn Ave.; Craftsman/Gable Front, c.1920; Architecture

058 C **Frank Kessler House,** 650 Greenlawn Ave.; Craftsman Bungalow, c.1915; Architecture

093 **Bert Hursh House,** 645 Huffman St.; American Foursquare, c.1910; Architecture

094 C **John Heinkel House,** 658 Huffman St.; American Foursquare/Craftsman, c.1922; Architecture

095 C **Piggly-Wiggly Store No. 340,** 670 Huffman St.; Craftsman, c.1922; Architecture, Commerce

096 C **House,** 708 Huffman St.; Italianate/ Craftsman porch, c.1880/c.1915; Architecture

097 C **House,** 712 Huffman St.; Gabled ell cottage/Italianate/Craftsman, c.1875/c.1915 Architecture, Vernacular/Construction

098 C **D. Brandt & Co. Grocery,** 738 Huffman St.; Functional Commercial, c.1900; Commerce, Vernacular/Construction

099 C **Fort Wayne Engineering & Mfg. Co.,** 102 Sixth St.; Functional Industrial, c.1905; Industry, Vernacular/Construction

100 C **The General Printing Corp.,** 200 Sixth St.; Commercial Tudor Revival, 1929; Architecture, Industry

101 C **Martin House,** 652 Spring St.; Craftsman/Gable Front, c.1925; Architecture

102 C **Voirol Grocery Store,** 1502 N. Harrison St.; Functional Commercial, c.1900; Commerce, Vernacular/Construction

103 C **House,** 1520 N. Harrison St.; Queen Anne/Gabled ell cottage, c.1895; Architecture, Vernacular/Construction

104 C **House,** 1611 N. [illegible]ison St.; Queen Anne/Gabled ell, c.1895; Architecture, Vernacular/Construction

105 C **Schwartz Building,** 1702 N. Harrison St.; Craftsman, c.1926 (A.M. Strauss, architect); Architecture, Commerce, Transportation

106 C **House,** 1505 Cass St.; Gabled ell, c.1895; Vernacular/Construction

107 C **House,** 1609 Cass St.; Gable front/Colonial Revival porch, c.1895; Architecture, Vernacular/Construction

15108

108 N **Kintz-Pape House,** 1617 Cass St.; Italianate, 1883; Architecture

109 C **Howenstein-Best House,** 2117 Cass St.; Craftsman, c.1925; Architecture

110 C **Theodore Gorrell House,** 2212 Cass St.; Craftsman, c.1927; Architecture

111 C **Howard Krieg House,** 2219 Cass St.; Craftsman cottage, c.1924; Architecture

112 C **Henry Doehrman House,** 2221 Cass St.; Craftsman/Gable Front, c.1922; Architecture

113 C **Bank,** 1615 Wells St.; Neoclassical, c.1928; Architecture, Commerce

114 N **Archer Block,** 1636-1638 Wells St.; Mission/Craftsman, c.1910; Architecture, Commerce

115 C **Commercial Building,** 1639 Wells St.; Functional Commercial/Queen Anne influence, c.1895; Architecture, Commerce, Vernacular/Construction

116 N **John Benninghoff House,** 1640 Wells St.; Queen Anne/vernacular concrete block, c.1905; Architecture, Vernacular/Construction

117 C **House,** 1704 Wells St.; Gable front/Greek Revival/Craftsman porch, c.1870/c.1920; Architecture, Vernacular/Construction

118 N **House,** 1705 Wells St.; Queen Anne/ Craftsman porch, c.1890/c.1920; Architecture

119 C **House,** 1709 Wells St.; Upright and Wing/Queen Anne/Craftsman, c.1870/c.1895/c.1922; Architecture, Vernacular/Construction

120 C **House,** 1727 Wells St.; Gabled ell/ Craftsman porch, c.1895/c.1922; Architecture, Vernacular/Construction

121 C **Commercial Building,** 1736 Wells St.; Craftsman, c.1928; Architecture, Commerce

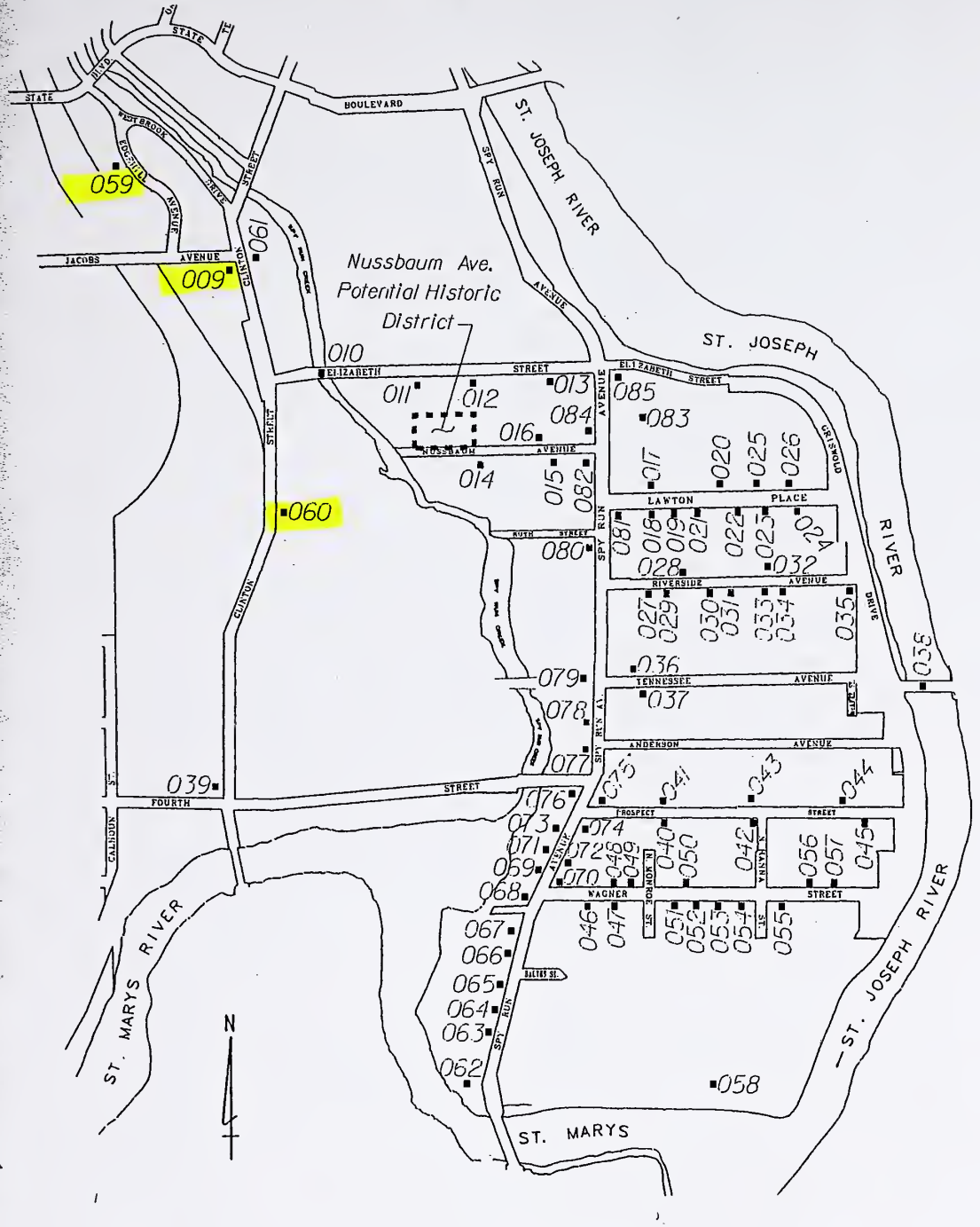
122 C **House,** 1821 Wells St.; Italianate, c.1865/c.1920; Architecture

123 C **Commercial Building,** 1833-1835 Wells St.; Functional Commercial, c.1927; Commerce, Vernacular/Construction

124 O **Edward Pfeiffer House,** 1903 Wells St.; Queen Anne, c.1890; Architecture

125 C **Wm. Brossard House,** 1911 Wells St.; American Foursquare, c.1910; Architecture

Sector 16 (003-215-16009/16085)



No.	Rtg.	Description
009	C	**Home Telephone & Telegraph Co.-Office, Warehouse, and Garage,** 140 Jacobs Ave.(a.k.a. 2101-2107 N. Clinton); Craftsman, 1927; Architecture, Commerce, Communications
010	N	**Elizabeth Street Bridge,** Elizabeth St. at Spy Run Creek; Pratt pony truss, c.1895; Engineering, Transportation **(Demolished)**
011	N	**House,** 404 Elizabeth St.; Greek Revival, c.1865; Architecture
012	C	**House,** 414 Elizabeth St.; Greek Revival, c.1865; Architecture
013	C	**House,** 462 Elizabeth St.; Queen Anne/Gabled Ell cottage, c.1890; Architecture, Vernacular/Construction
014	C	**House,** 416 Nussbaum Ave.; Gabled Ell, c.1900; Vernacular/Construction
015	O	**Wells House,** 450 Nussbaum Ave.; One-and-a-half New England cottage/Saltbox, c.1860; Vernacular/Construction
016	C	**House,** 453 Nussbaum Ave.; Cross Gable/Colonial Revival, c.1900; Architecture, Vernacular/Construction
017	C	**House,** 521 Lawton Place; Queen Anne/Shingle Style, c.1905; Architecture
018	N	**House,** 604 Lawton Place; Gabled Ell cottage/Queen Anne, c.1890; Architecture, Vernacular/Construction
019	C	**House,** 620 Lawton Place; Dutch Colonial Revival, c.1915; Architecture

047 C **House,** 524 Wagner St.; Queen Anne/ Gabled Ell, c.1905; Architecture, Vernacular/Construction

048 N **House,** 525 Wagner St.; Italianate/Queen Anne, c.1880/c.1900; Architecture

049 C **House,** 527 Wagner St.; Gable Front cottage/Queen Anne/Craftsman, c.1890/c.1925; Architecture, Vernacular/Construction

050 C **House,** 543 Wagner St.; Dutch Colonial Revival, c.1915; Architecture

051 C **House,** 626 Wagner St.; Gable Front cottage, c.1870; Vernacular/ Construction

052 C **House,** 636 Wagner St.; Gable Front cottage, c.1870; Vernacular/ Construction

053 C **House,** 642 Wagner St.; Gabled Ell cottage/Queen Anne, c.1890; Architecture, Vernacular/Construction

054 C **House,** 646 Wagner St.; Gable Front/ Queen Anne, c.1905; Architecture, Vernacular/Construction

055 C **House,** 716 Wagner St.; Queen Anne/ Gabled Ell, c.1910; Architecture, Vernacular/Construction

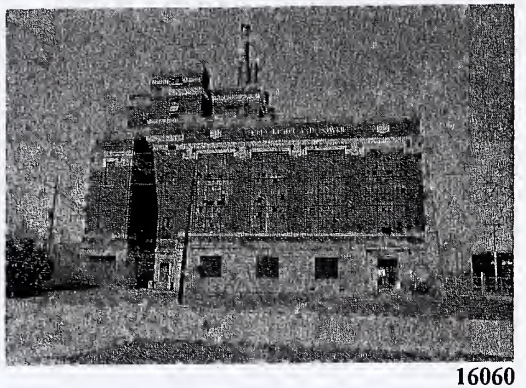
056 C **House,** 725 Wagner St.; Gable Front cottage, c.1915; Vernacular/ Construction

057 C **House,** 809 Wagner St.; Gabled Ell cottage, c.1910; Vernacular/ Construction

058 O **Three Rivers Filtration Plant,** 1200 Griswold Dr.; Collegiate Gothic, 1931-1934 (Hoad, Decker, Shoecraft, & Drury, engineers); Architecture, Engineering

059 C **Soule-Davis House,** 2145 Edgehill Ave.; Craftsman Bungalow, c.1925; Architecture

060 N **City Light and Power Plant (Science Central),** 1950 N. Clinton St.; Craftsman/Neoclassical, 1929/1936 (Froehlich & Emery, engineers; Henry Wehrenberg & Sons, builders); Architecture, Engineering



16060

061 C **Home Telephone & Telegraph Co.- Tool & Machine Shop,** 2102-2112 N. Clinton St.; Neoclassical, c.1925; Architecture, Commerce, Communications

062 NC **Historic Fort Wayne,** 1201 block Spy Run Ave.; Log stockade, 1976; Exploration/settlement, Military, Vernacular/Construction (Reconstruction)

063 O **House,** 1307 Spy Run Ave.; Queen Anne/Tudor Revival, c.1910; Architecture

064 N **Duplex,** 1319-1321 Spy Run Ave.; Craftsman Bungalow, c.1915; Architecture

065 C **Commercial Building,** 1323 Spy Run Ave.; Functional Commercial, c.1900; Commerce, Vernacular/Construction

066 C **House,** 1331 Spy Run Ave.; Queen Anne, c.1905; Architecture

067 C **House,** 1333 Spy Run Ave.; Gabled Ell cottage/Queen Anne, c.1895; Architecture, Vernacular/Construction

068 C **House,** 1337 Spy Run Ave.; Gabled Ell/Queen Anne, c.1900; Architecture, Vernacular/Construction

069 C **House,** 1403 Spy Run Ave.; Gabled Ell/Queen Anne, c.1900; Architecture, Vernacular/Constuction

070 O **House,** 1404 Spy Run Ave.; Queen Anne, c.1880; Architecture

071 C **House,** 1407 Spy Run Ave.; Italianate, c.1880/c.1910; Architecture

072 C **House,** 1416 Spy Run Ave.; Italianate/ Craftsman cottage, c.1875/c.1915; Architecture, Vernacular/Construction

073 C **House,** 1421 Spy Run Ave.; Gable Front cottage/Queen Anne, c.1890; Architecture, Vernacular/Construction

074 N **House,** 1424 Spy Run Ave.; Greek Revival/Upright and Wing, c.1860; Architecture, Vernacular/Construction

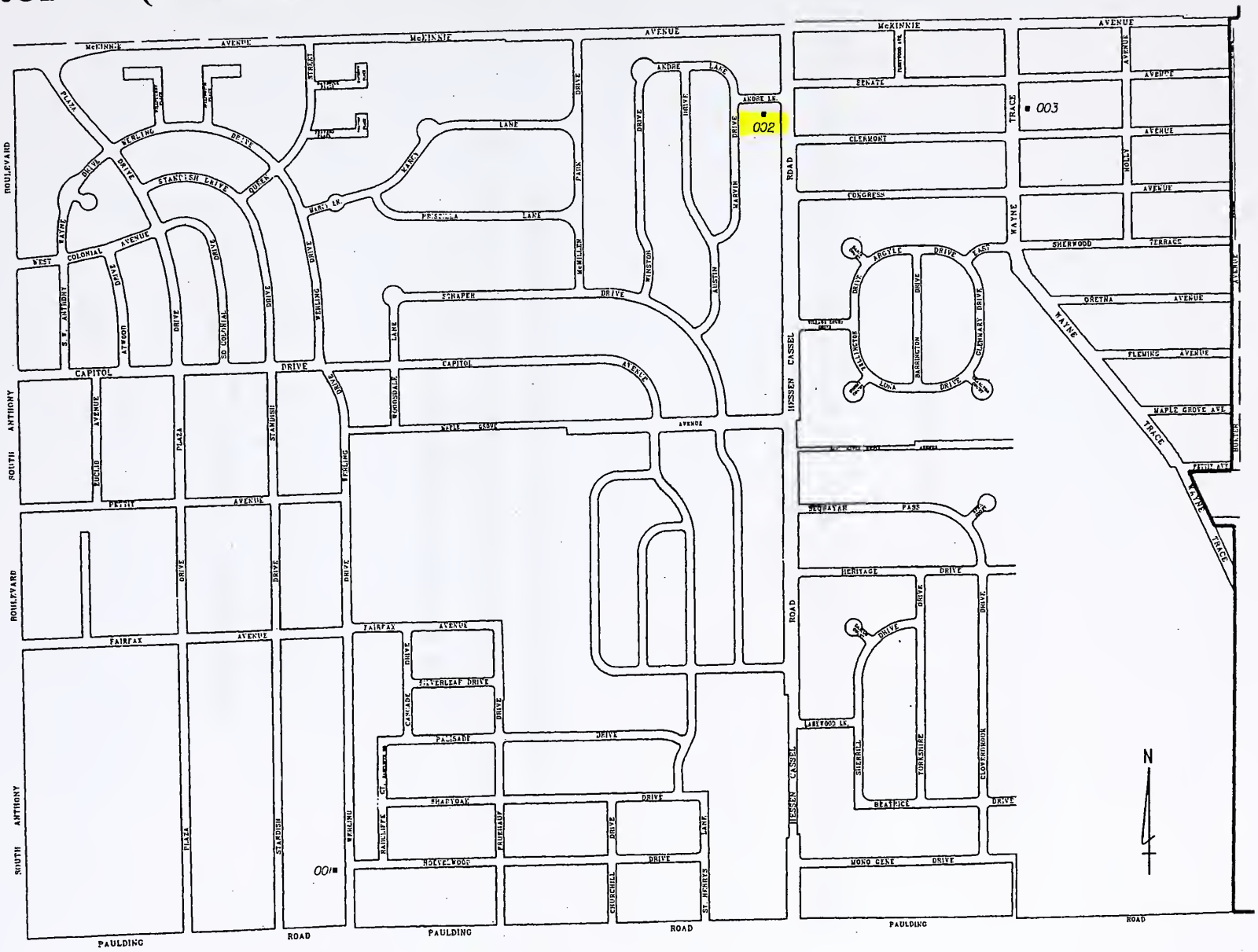
075 C **House,** 1502 Spy Run Ave.; Dutch Colonial Revival, c.1910; Architecture

076 C **Goshorn Block,** 1507-1509 Spy Run Ave.; Italianate/Functional Commercial, 1908; Architecture, Commerce, Vernacular/Construction

077 C **Duplex,** 1529-1601 Spy Run Ave.; American Foursquare/Colonial Revival/Craftsman, c.1915; Architecture

078 C **House,** 1613 Spy Run Ave.; Queen Anne, c.1885; Architecture

Sector 53 (003-214-53001/53003)



No.	Rtg.	Description
001	C	**House,** 5630 Werling Dr.; Cape Cod, c.1950; Architecture
002	C	**House,** 4309 Hessen Cassel Rd.; Gabled Ell, c.1890; Vernacular/Construction
003	C	**House,** 4331 Wayne Trace; Greek Revival/Italianate, c.1855/c.1940; Architecture, Vernacular/Construction

Appendix "G"

Preliminary Engineering Report Acceptance Resolution

Water Utility Improvements Preliminary Engineering Report (PER – Addendum #1)

City of Fort Wayne Allen County, Indiana

MISCELLANEOUS RESOLUTION NO. _____
RESOLUTION : PER ACCEPTANCE RESOLUTION FOR WATER SRF PROJECTS

WHEREAS, the City of Fort Wayne Board of Public Works of Allen County, Indiana, has caused a Preliminary Engineering Report, PER, dated September 5, 2008, to be prepared by the consulting firm of Commonwealth Engineers, Inc.; and

WHEREAS, said plan has been presented to the public at a public hearing held _____, for their comments; and

WHEREAS, the Board of Public Works of the City of Fort Wayne finds that there was not sufficient evidence presented in objection to the recommended project in the Preliminary Engineering Report.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Water Utility Improvements – Addendum #1 Preliminary Engineering Report dated September 5, 2008 be approved and adopted by the Board of Public Works of the City of Fort Wayne; and

2. That said PER be submitted to Indiana's State Revolving Fund Loan Program for review and approval.

PASSED AND ADOPTED by the City of Fort Wayne's Board of Public Works this _____ day of _____, 2008.

FORT WAYNE BOARD OF PUBLIC WORKS
BY AND THROUGH ITS BOARD MEMBERS

BY: _____
Regina A. Kostoff, Chair

BY: _____
John Suarez, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Marilyn Huth, Clerk

Appendix "H"

Designated Signatory Authorization Resolution

Water Utility Improvements
Preliminary Engineering Report
(PER – Addendum #1)

City of Fort Wayne
Allen County, Indiana

MISCELLANEOUS RESOLUTION NO. _____
RESOLUTION : SIGNATORY AUTHORIZATION RESOLUTION FOR WATER SRF PROJECTS

WHEREAS, the City of Fort Wayne Board of Public Works, herein called the Applicant, has plans for a drinking water infrastructure improvements project to meet State and Federal regulations, such as the Safe Drinking Water Act, and the community intends to proceed with the construction of such works:

WHEREAS, the Board of Public Works, of the City of Fort Wayne, has adopted this Resolution dated _____.

NOW, THEREFORE, BE IT RESOLVED by the City of Fort Wayne Board of Public Works, the governing body of said community, that:

1. Kumar Menon, Director of Public Works and Utilities and Len Poehler, City Utilities Associate Director – Finance for the City of Fort Wayne, be authorized to make application for an SRF Loan and provide the Indiana Department of Environmental Management such information, data and documents pertaining to the loan process as may be required, and otherwise act as the authorized representative of the community.

2. The Applicant agrees to comply with the Department of Environmental Management, State of Indiana and Federal requirements as they pertain to the SRF.

3. That two certified copies of the resolution be prepared and submitted as part of the Applicant's Preliminary Engineering Report.

PASSED AND ADOPTED by the City of Fort Wayne's Board of Public Works this _____ day of _____, 2008.

FORT WAYNE BOARD OF PUBLIC WORKS
BY AND THROUGH ITS BOARD MEMBERS

BY: _____
Regina A. Kostoff, Chair

BY: _____
John Suarez, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Marilyn Huth, Clerk

Appendix "I"

Public Participation – Legal Notice, Attendance Sheet, Project Summary

Water Utility Improvements
Preliminary Engineering Report
(PER – Addendum #1)

City of Fort Wayne
Allen County, Indiana

APPENDIX "I"

WATER UTILITY IMPROVEMENTS
CITY OF FORT WAYNE, INDIANA

PROJECT SUMMARY

PUBLIC HEARING **No**

PROJECT PURPOSE:
The primary purpose for the proposed Water Utility Improvements p
system infrastructure improvements to Fort Wayne's existing W
original Preliminary Engineering Report (DW #06110201), the City of Fort Wayne had presented various drinking water needs/improvements as relates to the existing Water Utility. Previously, per letter dated November 3, 2006, the City had approved a drinking water project for SRF funding that included the following independent projects:

- North Pump Building & Electrical Building – New Vertical Turbine Pumps
- St. Joe Dam Electrical – New Pumps w/VFDs
- West Reservoir – 10 MG Ground Storage Reservoir
- Lime Sludge Pump & Pipe Improvements
- Filter Building Valve Improvements
- Distribution System Improvements – Lake Avenue Feeder Main Distribution System Improvements – Indian Village, Bellmont Addition, Hobson Road & Colonial Heritage Addition

Due to savings incurred during the design and construction process associated with the original group of projects, as well as other local funding sources for various consulting services, the City of Fort Wayne is seeking the formal amendment to their original scope of projects to include the following additional projects:

- Filtration Plant #3 - Flocculation Bearings & Shaft Replacement
- Filtration Plant #1 - Filter Improvements – Preliminary Engineering Report & Pilot Improvements to One Filter
- Distribution System Improvements – NW Feeder Main
- Distribution System Improvements – Anthony Wayne & Mt. Vernon Additions

PROJECT DESCRIPTION:
Within this amendment to the previously approved preliminary engineering report, there are four additional projects to be considered with respect to ongoing Water Utility Improvements for the City of Fort Wayne. With respect to the four amended projects, there are two proposed WTP improvement projects, one transmission main (NW Feeder Main) project and one distribution system replacement (Anthony Wayne-Mt. Vernon) project. Three of the four projects involve planning, design, construction, construction engineering and inspection of the proposed improvements. The

WATER UTILITY IMPROVEMENTS
CITY OF FORT WAYNE, INDIANA

PROJECT SUMMARY

PUBLIC HEARING **November 5 , 2008 @ 10:00 a.m.**

PROJECT PURPOSE:
The primary purpose for the proposed Water Utility Improvements projects is to upgrade or construct system infrastructure improvements to Fort Wayne's existing Water Utility. As outlined in the original Preliminary Engineering Report (DW #06110201), the City of Fort Wayne had presented various drinking water needs/improvements as relates to the existing Water Utility. Previously, per letter dated November 3, 2006, the City had approved a drinking water project for SRF funding that included the following independent projects:

- North Pump Building & Electrical Building – New Vertical Turbine Pumps
- St. Joe Dam Electrical – New Pumps w/VFDs
- West Reservoir – 10 MG Ground Storage Reservoir
- Lime Sludge Pump & Pipe Improvements
- Filter Building Valve Improvements
- Distribution System Improvements – Lake Avenue Feeder Main Distribution System Improvements – Indian Village, Bellmont Addition, Hobson Road & Colonial Heritage Addition

Due to savings incurred during the design and construction process associated with the original group of projects, as well as other local funding sources for various consulting services, the City of Fort Wayne is seeking the formal amendment to their original scope of projects to include the following additional projects:

- Filtration Plant #3 - Flocculation Bearings & Shaft Replacement
- Filtration Plant #1 - Filter Improvements – Preliminary Engineering Report & Pilot Improvements to One Filter
- Distribution System Improvements – NW Feeder Main
- Distribution System Improvements – Anthony Wayne & Mt. Vernon Additions

PROJECT DESCRIPTION:
Within this amendment to the previously approved preliminary engineering report, there are four additional projects to be considered with respect to ongoing Water Utility Improvements for the City of Fort Wayne. With respect to the four amended projects, there are two proposed WTP improvement projects, one transmission main (NW Feeder Main) project and one distribution system replacement (Anthony Wayne-Mt. Vernon) project. Three of the four projects involve planning, design, construction, construction engineering and inspection of the proposed improvements. The

remaining project involves the planning and design of the proposed future transmission main.

NEED FOR PROJECTS - ALTERNATIVES:

The City of Fort Wayne has been evaluating the needs of the Water Utility for the past several years. A Master Plan for the Water Utility Improvements was originally developed in 2002. Within this Master Plan, critical needs were established based on adequacy, dependability and efficiency of the existing utility. It should also be noted that from this Master Plan the recommendations for improvements to the previously approved projects such as the St. Joe Dam Pumping Station, the Filtration Plant improvements, the finishing clearwell and at the high service pumping facilities were derived.

The following needs for each amended project are explained in detail below:

Three Rivers Water Filtration Plant Improvements

Filtration Plant #3 – Replacement Flocculation Bearings & Shafts -

The proposed project involves structural, mechanical, and equipment improvements to the water treatment plant flocculation and settling tank process of Plant No. 3. It should be noted that Plant #3 has two separate halves with each half having the capacity of approximately 12 MGD of treated water production. Plant #3 is important for Spring/Summer/Fall operations and its treatment capacity is a vital part of the seasonal operations as a whole. As previously set forth, work on the replacement equipment will need to occur in phases as only half of the plant can be taken out of service at one time.

Filtration Plant #1 – Filter Improvements -

The recommended plan for the proposed Filter Improvements includes the development of a preliminary engineering report that evaluates operational and capital solutions to current underdrain growth, blowouts and potential best replacement bottoms. It also includes the installation of a pilot filter underdrain – media replacement to evaluate its potential for wholesale replacement of filter components.

Distribution System Improvements

NW Feeder Main -

The Northwest Feeder Main Project will consist of the design of approximately 7,750 linear feet of 24 inch water main to increase the capacity of the core feeder mains that serve the Northwest portion of the City's distribution system and which will add eventually a needed supply of water to the Northwest Pumping Station on Ludwig Road. The project when constructed would improve the City's ability to provide adequate area system pressure, as well as improve the recovery of the Northwest Tank during high demand periods. The

current demand in the northwest out weighs the supply for the northwest service area. The construction of the final phases of the feeder main will increase supply for the daily demand for the area, eliminating current issues for demand.

Anthony Wayne-Mt. Vernon Water Main Replacement -

Within the service area, there has been a history of water main breaks and unusually high water quality complaints which have been prioritized and evaluated for proposed improvements. Since the City's goal is to replace approximately 30,000 feet of poorly performing water main each year. It should also be noted that this area is one of the older additions within the City and has a concentration of older, aging cast iron distribution mains.

PROJECT COSTS:

Filtration Plant #3 - Replacement of Flocculation Bearings & Shafts; The estimated project costs for the implementation of the proposed improvements is $630,000.

Filtration Plant #1 - Filter Improvements; The estimated project costs for the implementation of the proposed improvements is $575,000.

Distribution System Improvements - NW Feeder Main; The estimated project costs for the planning and design of the proposed improvements is $200,000.

Distribution System Imp. - Anthony Wayne - Mt. Vernon Water Main Replacement; The estimated project costs for the implementation of the proposed improvements is $2,000,000.

The Total Estimated Water Utility Improvements Project Costs are $3,405,000.

ENVIRONMENTAL IMPACTS:

1. Soils, Farmland & Geology - The soils and geology of Fort Wayne will not be adversely affected by the proposed project. The conversion of farm land is also not an issue as the various project sites are urban in nature and do not contain prime, unique, statewide or locally important farmland. The proposed water treatment facility improvements are designed to be located on the existing plant site which was previously disturbed by the construction of the original facility.

2. Groundwater & Drinking Water - Neither groundwater or drinking water will be adversely impacted by this project. Impacts from a high groundwater table with respect to the proposed Water Utility Improvements Projects may include the need for dewatering during the excavation of trenches or facility improvements. Special precautions will be required to protect the surrounding receiving streams and ditches from soil erosion during the construction phase of the projects.

3. Floodplains, Hydrology & Wetlands - None of these will be impacted by this project.

4. Plants & Animals - This project will not negatively impact state or federally listed endangered species or habitats.

5. Historic, Architectural & Archaeological Sites - This project will not impact any historic, architectural or archaeological sites. The Three Rivers Water Filtration Plant is considered an Outstanding Site which is listed in the Fort Wayne interim Report.

   The construction at the Three Rivers Water Filtration Plant will not impact negatively the historical integrity of the structure, either on the inside or outside of the buidling. All construction will be located outside of the original, historical building.

6. National Natural Landmarks - This project will not impact any National Natural Landmarks due to the fact that none are known to exist within any of the project areas.

7. Induced Impacts - The Water Utility Improvement projects will allow the City to provide a cleaner water supply to the replacement areas and supply adequate amounts of water to satisfy the customer needs in the northwest part of the City. It is unknown whether or not these Water Utility Improvements will create or attract new development. It is dependent more so on the location of the service area and the availability of undeveloped land adjacent to the water within the service area.

8. Air Quality - Air quality will only be affected during the construction phase of the project due to exhaust from the construction equipment and the dust and particulate mater from the exposed soil.

9. Open Space and Recreational Opportunities - The proposed project will neither create not destroy open space and recreational opportunities.

RESIDENTIAL WATER CHARGES:

The income necessary for the repayment of the borrowed capital cost, interest on the capital cost, as well as the operation, maintenance and repair expenses associated with the proposed projects would normally be derived from an increase in the monthly rates the existing water customers pay for municipal water service. It should be noted however that the funding for the proposed projects was previously secured in the 2006 bond issue and there is no additional associated rate increase to the Water Utility customers as a result of the proposed amended projects.

Appendix "J"

Public Participation – Minutes, Written Comments

Water Utility Improvements
Preliminary Engineering Report
(PER – Addendum #1)

City of Fort Wayne
Allen County, Indiana

RESOLUTION NO. 95-11-12-08-4

RESOLUTION: PER ACCEPTANCE RESOLUTION FOR WATER SRF PROJECTS

WHEREAS, the City of Fort Wayne Board of Public Works of Allen County, Indiana, has caused a Preliminary Engineering Report (PER) dated September 5, 2008, to be prepared by the consulting firm of Commonwealth Engineers, Inc.; and

WHEREAS, said plan has been presented to the public at a public hearing held November 5, 2008, for their comments; and

WHEREAS, the Board of Public Works of the City of Fort Wayne finds that there was not sufficient evidence presented in objection to the recommended projects in the PER.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Water Utility Improvements – Addendum #1 PER dated September 5, 2008 be approved and adopted by the Board of Public Works of the City of Fort Wayne; and

2. That said PER be submitted to Indiana's State Revolving Fund Loan Program for review and approval.

PASSED AND ADOPTED by the City of Fort Wayne's Board of Public Works this 12th day of November, 2008.

FORT WAYNE BOARD OF PUBLIC WORKS
BY AND THROUGH ITS BOARD MEMBERS

BY: _____
Regina A. Kostoff, Chair

BY: _____
John Suarez, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Marilyn Huth, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Regina A. Kostoff, Kumar Menon, John Suavey

of the Board of Public Works of the City of Fort Wayne, and Clerk of the Board of Works and acknowledged the execution of the foregoing Resolution as and for their voluntary act and deed for the users and purposes therein contained.

WITNESS my hand and notarial seal this 12th day of November 2008.

My Commission Expires:

Notary Public
Resident of Allen County

Michelle R. Nelson
Printed Name of Notary

RESOLUTION OF THE BOARD OF PUBLIC WORKS
To Establish the
The Zanesville Sanitary Sewer Area Connection Fee
Resolution No. 95-11-12-08-2

WHEREAS, on the 26th day of February, 2003, the Board of Public Works (Board) approved Resolution No. 90-64-20 authorizes the establishment of cumulative funds to hold area connection fees collected for the purpose of defraying costs for planning, engineering, financing and construction of sanitary sewer related projects within specific service areas;

WHEREAS, studies indicate that the initial cost of sanitary sewer acquisition, planning, engineering and construction projects in the Zanesville area is approximately $2,000,000;

WHEREAS, the Board finds that all new customers to the area of Zanesville should be assessed a portion of the costs necessary to fund the required improvements to the system; and

WHEREAS, the Board defined the Equivalent Residential Unit (ERU) by a Board Resolution adopted September 5, 2001 and as subsequently amended on April 9, 2003 as an acceptable unit of measure for determining Area Connection Fees for real estate to be serviced by the City.

NOW THEREFORE BE IT RESOLVED, that the Board adopts the ERU based Area Connection Fee as set forth below for all real estate in the area generally near the Town of Zanesville and specifically transporting sanitary sewage through the sanitary sewer manhole, "DD59 008". This shall be effective this date and until such time modified. Said fees shall be collected prior to connection to the facilities described herein.

The ERU fee is set forth below:

Zanesville Area	$2,500 per ERU

BE IT FURTHER RESOLVED, that such fees shall be placed in a respective and appropriate cumulative fund.

BE IT FURTHER RESOLVED, that the fees may be adjusted for inflation each year based on increases of the All Urban Consumer Price Index.

BE IT FURTHER RESOLVED that as specific planning, engineering, financing and construction projects are identified to achieve the purposes of this Resolution, additional specific sanitary sewer charges and fees may be established by the Board to fund projects relating to sanitary sewer improvements within the area.

APPROVED THIS 12th **day of** November, **2008.**

BOARD OF PUBLIC WORKS

Chair Regina A. Kostoff

Member John Suarez

Member Kumar Menon

Attest: Marilyn Huth
Marilyn Huth, Clerk of the Board

This document prepared by Thomas T. Nitza, Jr., P.E., Water Resources.

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Regina A. Kostoff, Kumar Menon, John Suarez of the Board of Public Works of the City of Fort Wayne, and Clerk of the Board of Works and acknowledged the execution of the foregoing Resolution as and for their voluntary act and deed for the users and purposes therein contained.

WITNESS my hand and notarial seal this 12th day of November 2008.

Michelle R. Nelson
Notary Public
Resident of Allen County

Michelle R. Nelson
Printed Name of Notary

My Commission Expires:

MICHELLE R. NELSON
MY COMMISSION EXPIRES
October 26, 2014
NOTARY SEAL
ALLEN COUNTY
NOTARY PUBLIC, STATE OF INDIANA

RESOLUTION OF THE BOARD OF PUBLIC WORKS
To Establish the
Zanesville Area Sanitary Sewer Capital Improvement Surcharge
Resolution No. 95-11-12-08-3

WHEREAS, in August of 2003, the Board of Public Works approved Resolution 90-261-13 authorizes the establishment of cumulative funds to hold specific sanitary sewer charges collected for the purpose of defraying costs for planning, engineering, financing and construction of sanitary sewer related projects within specific sewer service areas;

WHEREAS, studies indicate that the initial cost of sewer system acquisition, planning, engineering and construction projects in the Zanesville Area is approximately $2,000,000;

WHEREAS, the Board finds that all customers in the area of Zanesville should be assessed a portion of the costs necessary to fund the acquisition and improvements to the system;

WHEREAS, the Board has defined and amended the Equivalent Residential Unit (ERU) as an acceptable unit of measure; and

WHEREAS, the Board desires to establish a capital improvement surcharge for new and all existing customers connecting to the City's Zanesville sanitary sewer facilities as a means to defray the costs of acquisition and constructing the sewer facilities necessary to serve the Zanesville area.

NOW THEREFORE BE IT RESOLVED, effective this date and until such time modified, all new and existing sanitary sewer customers in the area generally near the Town of Zanesville and specifically transporting sanitary sewage through the sanitary sewer manhole, "DD59 001" shall be charged $33.19 per month for each ERU.

BE IT FURTHER RESOLVED that as specific planning, engineering, financing and construction projects are identified to achieve the purposes of this Resolution, additional specific sanitary sewer charges and area connection fees may be established by the Board to fund projects relating to sanitary sewer improvements within the area.

APPROVED by the Board of Public Works on November 12, 2008.

BOARD OF PUBLIC WORKS

Chair Regina A. Kostoff

Member John Suarez

Member Kumar Menon

Attest: Marilyn Huth
Marilyn Huth, Clerk of the Board

This document prepared by Thomas T. Nitza, Jr., P.E., Water Resources.

BROWN STREET EMERGENCY RECEPTACLE & ELECTRICAL UPGRADE

IMPROVEMENT RESOLUTION NO. 1905-2006

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Whereas, the Water Pollution Control Plant operations require reliable secure electrical facilities, and

Whereas, Brown Street Lift Station is an integral part of the City's Sanitary and Storm Water System that depends on reliable electrical power and requires standby emergency power including manual transfer switch and generator receptacle. This equipment is required in the event of a power outage to avoid basement backups, and

Whereas, the scope of work is beyond the capabilities of Water Pollution Control Plant O&M staff, and

Whereas, the BOW authorizes City Purchasing to issue a purchase order for this project, and

Whereas, the cost of the said improvements shall be paid by the funds from Fort Wayne Sewer Utility Revenue, and

Whereas, the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area, and

Whereas, that this project is of public utility benefit, and

Whereas, there are no cost associated with the purchase of any land associate with this project, and

Whereas, the City of Fort Wayne's Purchasing Department received quotes from three contractors as listed below:

Moorehead Electric - $27,235.00
Phil Rorick Electric - $22,900.00

Whereas, Planning & Design Services has reviewed the quotes and finds Phil Rorick Electric's quote to be the lowest and most responsive bidder.

APPROVED THIS 19th DAY OF November, 2008.

BOARD OF PUBLIC WORKS

BY: _____
Regina A. Kostoff, Chair

BY: _____
Kumar Menon, Member

BY: _____
John Suarez, Member

ATTEST: _____
Marilyn Huth, Clerk

AMENDMENT OF ASSESSMENT ROLL
PARKERDALE SANITARY SEWER PROJECT

RESOLUTION 95. 11. 19. 08. 4

WHEREAS, in 2005 the Board of Works approved Improvement Resolution 1587-2004 for the Parkerdale Sanitary Sewer Petition Extension Project approving the installation of a sanitary sewer system, and;

WHEREAS, a Final Assessment Roll was approved and confirmed by the Board of Works for said project on November 16, 2005, establishing property owner assessments via the Revolving Barrett Law financing program, and;

WHEREAS, assessments for each benefited property is $5,400, and;

WHEREAS, 4305 Derome Drive is a benefited property in the Parkerdale Sanitary Sewer Petition Project, and;

WHEREAS, 4305 Derome Drive was inadvertently not included in the Final Assessment Roll for said project, and;

WHEREAS, the property owner of 4305 Derome Drive is seeking connection to the sanitary sewer system and is requesting financing via the Barrett Law program for the assessment on the property.

NOW THEREFORE BE IT RESOLVED, that the Final Assessment Roll for the Parkerdale Sanitary Sewer Project be amended to include the property commonly known as 4305 Derome Drive with an assessment of $5,400 thereby making the property owner eligible for financing via the Revolving Barrett Financing Program.

APPROVED by the Board of Public Works on November 19th, 2008.

BOARD OF PUBLIC WORKS, Fort Wayne, Indiana

Regina A Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

Marilyn Huth, Clerk

Date: November 19, 2008

File: Resolutions #95-11-19-08-1, #95-11-19-08-2, and #95-11-19-08-3

These (3) resolutions were brought before the Board of Public Works on Wednesday, November 19, 2008 by Nathan Baggett.

The (3) resolutions need to be recorded, therefore; Nathan has all (3) originals. The documents have been scanned in our program on the "U" drive, under resolutions-emergency-improvement.

#95-11-19-08-1, St. Joseph/Beckett's Run Equalization Facility. Amendment to Easement Agreement between the City and Janis F. Stetzel.

#95-11-19-08-2, St. Joseph/Beckett's Run Equalization Facility. Easement Agreement between the City and Janis F. Stetzel for 2.5 acre access and utility easement.

#95-11-19-08-3, St. Joseph/Beckett's Run Equalization Facility. Easement Agreement between the City and Janis F. Stetzel for 0.318 acre access and utility easement.

Nathan will bring (1) original back to the Board for our files when they have been properly recorded.

CSO PONDS & DECHLOR SECURITY CAMERAS
IMPROVEMENT RESOLUTION NO. 2163-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Whereas, the Water Pollution Control Plant operations requires reliable and secure electrical facilities, and

Whereas, this is an unmanned site that is an integral part of sewer treatment process which needs to be monitored for operational status as well as safety of the site, and

Whereas, the scope of work is beyond the capabilities of Water Pollution Control Plant O&M staff, and

Whereas, the BOW authorizes City Purchasing to issue a purchase order for this project, and

Whereas, the cost of the said improvements shall be paid by the funds from Fort Wayne Sewer Utility Revenue, and

Whereas, the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area, and

Whereas, this project is of public utility benefit, and

Whereas, there are no cost associated with the purchase of any land associate with this project, and

Whereas, the City of Fort Wayne's Purchasing Department received quotes from three contractors as listed below:

Advanced Systems Group - $61,297.00
Larry's Lock & Safe - $59,139.00
Applied Technology - $55,742.95

Whereas, Planning & Design Services has reviewed the quotes and finds Applied Technology's quote to be the lowest and most responsive bidder.

APPROVED THIS 26th DAY OF November, 2008.

BOARD OF PUBLIC WORKS

Date: 11/26/08

BY: _____
Regina A. Kostoff, Chair

BY: _____
John Suarez, Member

BYI: _____
Kumar Menon, Member

ATTEST: _____
Marilyn Huth, Clerk

STREET LIGHT RESOLUTION

NUMBER 322-08

EAST WASHINGTON BLVD. and SOUTH ANTHONY BLVD.

STREET LIGHT IMPROVEMENT

The Board of Public Works of the City of Fort Wayne, Indiana, hereby deems it necessary to install an underground street light system **in the 1200 - 1700 blocks of East Washington Blvd. and 800 - 1000 blocks of South Anthony Blvd.**, in accordance with the plans and specifications on file in the office of the Board of Works of the city of Fort Wayne, Indiana, and such lighting is now ordered. This improvement is ordered pursuant to the applicable Indiana Statutes.

This project is funded with **CDBG (Community Development Block Grant)** Funds. All proceedings and any work done in the said lighting assessment of property and collections of assessments shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

BOARD OF PUBLIC WORKS

Regina A. Kostoff – Chair

John Suarez – Member

Kumar Menon -Member

ATTEST:

Marilyn Huth – Clerk

Dated this 26th day of November, 2008

RESOLUTION NO. 95-11-26-08-2

RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROVING AND RECOMMENDING TO THE COMMON COUNCIL OF THE CITY THAT IT APPROVE OF THE ASSUMPTION OF CERTAIN OUTSTANDING INDEBTEDNESS WITH RESPECT TO THE TOWN OF ZANESVILLE, INDIANA, SEWAGE WORKS SYSTEM

WHEREAS, the Board of Public Works (the "Board") of the City of Fort Wayne, Indiana (the "City"), has previously adopted a resolution approving of a form of Agreement for Purchase and Sale of Wastewater Collection System between the City and the Town of Zanesville, Indiana (the "Town"), which provides for the sale by the Town and purchase by the City of certain public sanitary sewage collection system improvements owned by the Town (the "Zanesville Improvements") which serve approximately 380 customers located in Allen County and Wells County, Indiana; and

WHEREAS, the Town Council of the Town previously adopted Ordinance No. 1995-5 (the "Zanesville Ordinance") which authorized the issuance of its sewage works revenue bonds (the "Zanesville Bonds") in an aggregate principal amount not to exceed $2,650,500; and

WHEREAS, the Town previously issued the Zanesville Bonds pursuant to the Zanesville Ordinance and a Financial Assistance Agreement between the Town and the State of Indiana dated July 10, 1995 (the "Zanesville Agreement"), to the Indiana Bond Bank in an aggregate principal amount of $2,100,000 and bearing interest at a per annum rate of 2.0% (calculated on the basis of 360-day year comprised of twelve 30-day months), which Zanesville Bonds are registered in the name of the Indiana Bond Bank; and

WHEREAS, as a result of the issuance of the Zanesville Bonds, the Town entered into an Agreement for Services to Hold in Trust Part of the Sinking Fund with The Bank of New York, NA (the "Bank") dated as of August 16, 2007 (the "Reserve Fund Agreement"), which provides for the Bank to hold the Reserve Account required under the Zanesville Ordinance and requires the Town to make monthly deposits into said Reserve Account until the Reserve Requirement (defined in the Zanesville Ordinance) is fully funded; and

WHEREAS, in conjunction with the purchase of the Zanesville Improvements from the Town, the Board desires to approve of the assumption of the obligations evidenced by the Zanesville Bonds and the Reserve Fund Agreement associated therewith on a junior and subordinate basis to sewage works revenue bonds of the City presently outstanding or which may be outstanding during the term of the Zanesville Bonds and further approving of the City entering into such documents as may be necessary to evidence the assumption of such obligations;

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, as follows:

1. The Board hereby approves of the City assuming the obligations evidenced by the Zanesville Bonds and the Reserve Fund Agreement associated therewith on a junior and subordinate basis to sewage works revenue bonds of the City presently outstanding or which may be issued and outstanding during the term of the Zanesville Bonds, authorizes and approves of the City entering into such documents as may be necessary to evidence the City's assumption of such obligations and recommends that the Common Council of the City consider adoption of an ordinance to approve of such assumption as described herein.

2. This Resolution shall be in full force and effect from and after its adoption by the Board.

ADOPTED at a meeting of the Board of Public Works of the City of Fort Wayne, Indiana, held on November 26, 2008, at the City-County Building, Omni Room, Room 250, One Main Street, Fort Wayne, Indiana.

BOARD OF PUBLIC WORKS OF THE
CITY OF FORT WAYNE, INDIANA

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST:

Marilyn Huth, Clerk

RESOLUTION NO. 95-11-26-08-2

RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROVING AND RECOMMENDING TO THE COMMON COUNCIL OF THE CITY THAT IT APPROVE OF THE ASSUMPTION OF CERTAIN OUTSTANDING INDEBTEDNESS WITH RESPECT TO THE TOWN OF ZANESVILLE, INDIANA, SEWAGE WORKS SYSTEM

WHEREAS, the Board of Public Works (the "Board") of the City of Fort Wayne, Indiana (the "City"), has previously adopted a resolution approving of a form of Agreement for Purchase and Sale of Wastewater Collection System between the City and the Town of Zanesville, Indiana (the "Town"), which provides for the sale by the Town and purchase by the City of certain public sanitary sewage collection system improvements owned by the Town (the "Zanesville Improvements") which serve approximately 380 customers located in Allen County and Wells County, Indiana; and

WHEREAS, the Town Council of the Town previously adopted Ordinance No. 1995-5 (the "Zanesville Ordinance") which authorized the issuance of its sewage works revenue bonds (the "Zanesville Bonds") in an aggregate principal amount not to exceed $2,650,500; and

WHEREAS, the Town previously issued the Zanesville Bonds pursuant to the Zanesville Ordinance and a Financial Assistance Agreement between the Town and the State of Indiana dated July 10, 1995 (the "Zanesville Agreement"), to the Indiana Bond Bank in an aggregate principal amount of $2,100,000 and bearing interest at a per annum rate of 2.0% (calculated on the basis of 360-day year comprised of twelve 30-day months), which Zanesville Bonds are registered in the name of the Indiana Bond Bank; and

WHEREAS, as a result of the issuance of the Zanesville Bonds, the Town entered into an Agreement for Services to Hold in Trust Part of the Sinking Fund with The Bank of New York, NA (the "Bank") dated as of August 16, 2007 (the "Reserve Fund Agreement"), which provides for the Bank to hold the Reserve Account required under the Zanesville Ordinance and requires the Town to make monthly deposits into said Reserve Account until the Reserve Requirement (defined in the Zanesville Ordinance) is fully funded; and

WHEREAS, in conjunction with the purchase of the Zanesville Improvements from the Town, the Board desires to approve of the assumption of the obligations evidenced by the Zanesville Bonds and the Reserve Fund Agreement associated therewith on a junior and subordinate basis to sewage works revenue bonds of the City presently outstanding or which may be outstanding during the term of the Zanesville Bonds and further approving of the City entering into such documents as may be necessary to evidence the assumption of such obligations;

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, as follows:

1. The Board hereby approves of the City assuming the obligations evidenced by the Zanesville Bonds and the Reserve Fund Agreement associated therewith on a junior and subordinate basis to sewage works revenue bonds of the City presently outstanding or which may be issued and outstanding during the term of the Zanesville Bonds, authorizes and approves of the City entering into such documents as may be necessary to evidence the City's assumption of such obligations and recommends that the Common Council of the City consider adoption of an ordinance to approve of such assumption as described herein.

2. This Resolution shall be in full force and effect from and after its adoption by the Board.

ADOPTED at a meeting of the Board of Public Works of the City of Fort Wayne, Indiana, held on November 26, 2008, at the City-County Building, Omni Room, Room 250, One Main Street, Fort Wayne, Indiana.

BOARD OF PUBLIC WORKS OF THE
CITY OF FORT WAYNE, INDIANA

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST:

Marilyn Huth, Clerk

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: December 10, 2008

RE: 2006 Fort Wayne Municipal Building Corp - Public Safety Academy

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $3,866.00 to be paid from the proceeds of the 2006 FWMBC - Public Safety Academy which are held in an escrow at U.S. Bank Corporate Trust Services/LaSalle Bank.

LA Electric	3,866.00
Total for Request #41	**$ 3,866.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

December 10, 2008
Date

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: December 4, 2008

RE: Water SRF (STATE REVOLVING FUNDS) - **2006**

Please include the following SRF payments with the City Utilities' vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments for the amount of **$1,333,597.00.** These payments will be made with the 2006 Waterworks State Revolving Fund Loan Program. These expenses are for the St. Joe Dam Pump Station, the 3RFP Filter Valve Project, the 3RFP North Pump Building, the Lime Sludge Pumping Project and the Lake Ave. Water Main Improvements.

Draw #174	HNTB Corp.	$ 42,578
Draw #175 & #177	Weigand Construction & Star Financial Bank	251,844
Draw #176	CH2M Hill	5,940
Draw #178	Donohue & Assoc.	9,805
Draw #179	Hagerman Construction	1,019,311
Draw #180	Environmental Management Specialists	250
Draw #181	Black & Veatch Corp.	651
Draw #182	Bonar Group	3,218
	Total Payments	**$1,333,597**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

December 10, 2008
Date

TO: Marilyn Huth - Board of Public Works

FROM: Valerie Ahr, Deputy Controller

DATE: December 10, 2008

RE: 2007 PSAC Furniture Lease

Please include the following payments with the Civil City vendor payments.

The Controller's Office is requesting the Board of Public Works to approve payments in the amount of $3,874.00 to be paid from the proceeds of the 2007 PSAC Furniture Lease Financing which are held in an escrow at JP Morgan Trust Company.

RiC Corp	PR #23	3,874.00
	Total for Payment Requests	**$ 3,874.00**

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

December 10, 2008
Date

LAKE AVENUE FEEDER MAIN PHASE III – WATER MAIN IMPROVEMENTS RESOLUTION NO. 2040-2008

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the construction of approximately 20 LF of 6-inch water main, 2,148 LF of 16-inch water main, 1,091 LF of 24-inch water main, 4 fire hydrants, 6 valves, 19 services, and all other appurtenances and work as necessary for the water main replacement project.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "LAKE AVENUE FEEDER MAIN PHASE III – WATER MAIN IMPROVEMENTS"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (SRF Bond).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

States there is a cost of $50,000 for the purchase of easements associated with this project.

Declares the engineer's estimate of the project's total cost is $746,000.00.

Declares this project will not change fees currently paid by property owners in the area.

APPROVED THIS 10th DAY OF December, 2008.

BOARD OF PUBLIC WORKS

BY: Regina A. Kostoff
Regina A. Kostoff, Chair

BY: John Suarez
John Suarez, Member

BY:
Kumar Menon, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

Attachment "A"

Property Acquisition Sheet

Lake Avenue Feeder Main - Water Main Improvements

PARCEL NO.	OWNER	PROPERTY ADDRESS	SHEET NUMBERS (project plans)	SOURCE OF TITLE DEED RECORD NUMBER	WATER EASEMENT (SQ. FT.)	TEMPORARY EASEMENT (SQ. FT.)	REMARKS	EASEMENT DOCUMENT NUMBER
1	Kenneth Moreo	4507 Lake Avenue	4		6,222			
2	Arbor Lakes LLC	1700 Bayview Drive	4-5		3,296			
3	William D. and Emma E. Seelig	4621 Lake Avenue	5		3,068			
4	Mary Margaret Gill	4631 Lake Avenue	5		4,432			
5	Jim and Mary Gill Living Trust	4709 Lake Avenue	5-6		3,014			
6	Floyd F. and Charlotte F. Ball	4812 Old Maysville Road	8		2,170			

TO: Marilyn Huth – Board of Public Works

FROM: Darlene Backs – City Utilities Financial Services

DATE: December 8, 2008

RE: SRF (STATE REVOLVING FUNDS) – **2005 Sewer Works**

Please include the following sewer SRF payments with the City Utilities vendor payments.

Water Resources is requesting the Board of Public Works to approve the following payments in the amount of **$ 388,835.00.** These payments will be made using the 2005 Sewer State Revolving Funds. These expenses are for the WPCP Primary Clarifiers Project - W.O. 74742.

Draw #201	Barton Malow Co.	$338,231.00
Draw #202	CH2M Hill	22,438.00
Draw #203	Donohue & Assoc.	28,166.00
	Total payments	$388,835.00

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

December 17, 2008
Date

STATE ROAD 14 (ILLINOIS ROAD) STORMWATER IMPROVEMENTS
RESOLUTION NO. 1950-2007

WHEREAS, chronic stormwater problems exist in the stormwater systems throughout the State Road 14 project limits (Hadley Road to Scott Road) in the City of Fort Wayne, Indiana; and

WHEREAS, Planning and Design Services has determined that this is a public problem and a repair is warranted; and

WHEREAS, Planning and Design Services has caused to be prepared an amendment to the Indiana Department of Transportation's (INDOT) plans for reconstruction of the part of State Road 14, which amendment includes directing stormwater from the Klaehn Merritt regulated drain to the Aboite Natural Drain #5, rather than reconstructing the regulated drain, which work is to be completed as part of the INDOT contract for the State Road 14 work, awarded pursuant to Indiana's open bidding and contract award procedures; and

WHEREAS, Planning and Design Services requested that INDOT procure a contract change order price for the City's additional work in accordance with state requirements, and that INDOT evaluate the prices for the City, which prices have been evaluated and are attached hereto as Exhibit A, page 1; and

WHEREAS, INDOT has also requested a change order to its contract that is related to the City's change order, which is shown on Exhibit A, page 2, hereto.

NOW, THEREFORE, the Board of Stormwater Management hereby declares that the stormwater improvements described herein and on Page 1 of Exhibit A are necessary and that a change order to the INDOT contract with Brooks Excavating, Inc., is approved in the amount of $670,497.15, and requests that the Purchasing Department issue a purchase order to Brooks Excavating, Inc., in the amount of $670,497.15.

Adopted, this 17th day of December 2008.

BOARD OF STORMWATER MANAGEMENT

Robert P. Kennedy, Chairman

John Suarez, Member

Matthew A. Wirtz, Member

ATTEST: Marilyn Huth
Marilyn Huth, Clerk

EXHIBIT A

SR 14 - Summary of Amended Items to Raise SR14 at Inverness Center Pond					
	Qty	Unit	Bid Price		Total
ADDED					
Temporary Concrete Barrier	200.00	m	$150.00		$30,000.00
Geotextile	4945.00	m2	$5.00		$24,725.00
Class II CCF	7631.00	m3	$101.00		$770,731.00
Class IV CCF	1242.00	m3	$124.00		$154,008.00
Geofoam Supports	22.00	m3	$150.00		$3,300.00
C-15 Inlet	1.00	ea	$2,391.00		$2,391.00
E-7 Catch Basin	3.00	ea	$1,656.00		$4,968.00
K-4 Manhole	1.00	ea	$4,431.00		$4,431.00
Mod. Manhole Type K-4	1.00	ea	$6,000.00		$6,000.00
L-4 Manhole	3.00	ea	$8,073.00		$24,219.00
250 mm Pipe, D.I.	25.00	m	$250.00		$6,250.00
600 mm Pipe, Type 2	68.60	m	$131.00		$8,986.60
900 mm Pipe, Type 2	46.10	m	$226.50		$10,441.65
Pipe End Section, 750mm	1.00	ea	$800.00		$800.00
Pipe End Section, 900mm	1.00	ea	$950.00		$950.00
Misc. Drainage Revisions	1.00	LSUM	$20,000.00		$20,000.00
Outlet Control Structures	2.00	ea	$5,000.00		$10,000.00
Peat Removal	168.00	m3	$14.00		$2,352.00
			Added Subtotal		$1,084,553.25
Staking, temp. drainage, additional MOT, etc.					$162,682.99
					$1,247,236.24
ELIMINATED					
C-4 Manhole	1.00	ea	$2,403.00		-$2,403.00
H-4 Manhole	5.00	ea	$2,722.00		-$13,610.00
B-15 Inlet	1.00	ea	$2,347.00		-$2,347.00
Box Culvert 900x600	122.00	m	$575.00		-$70,150.00
300 mm Pipe, Type 2	39.30	m	$50.00		-$1,965.00
750 mm Pipe, Type 2	198.30	m	$151.00		-$29,943.30
Structural Backfill	484.00	m3	$20.00		-$9,680.00
Slag Fill	8471.00	m3	$63.05		-$534,096.55
			Subtotal		-$664,194.85
			TOTAL		**$583,041.39**

EXHIBIT A

SR 14 - Summary of Amended Items to Raise SR14 at Inverness Center Pond					
	Qty	Unit	Bid Price		Total
ADDED					
Temporary Concrete Barrier	200.00	m	$150.00		$30,000.00
Geotextile	4945.00	m2	$5.00		$24,725.00
Class II CCF	7631.00	m3	$101.00		$770,731.00
Class IV CCF	1242.00	m3	$124.00		$154,008.00
Geofoam Supports	22.00	m3	$150.00		$3,300.00
C-15 Inlet	1.00	ea	$2,391.00		$2,391.00
E-7 Catch Basin	3.00	ea	$1,656.00		$4,968.00
K-4 Manhole	1.00	ea	$4,431.00		$4,431.00
Mod. Manhole Type K-4	1.00	ea	$6,000.00		$6,000.00
L-4 Manhole	3.00	ea	$8,073.00		$24,219.00
250 mm Pipe, D.I.	25.00	m	$250.00		$6,250.00
600 mm Pipe, Type 2	68.60	m	$131.00		$8,986.60
900 mm Pipe, Type 2	46.10	m	$226.50		$10,441.65
Pipe End Section, 750mm	1.00	ea	$800.00		$800.00
Pipe End Section, 900mm	1.00	ea	$950.00		$950.00
Misc. Drainage Revisions	1.00	LSUM	$20,000.00		$20,000.00
Outlet Control Structures	2.00	ea	$5,000.00		$10,000.00
Peat Removal	168.00	m3	$14.00		$2,352.00
			Added Subtotal		$1,084,553.25
Staking, temp. drainage, additional MOT, etc.					$162,682.99
INDOT work allowance					$87,455.76
					$1,247,236.24
ELIMINATED					
C-4 Manhole	1.00	ea	$2,403.00		-$2,403.00
H-4 Manhole	5.00	ea	$2,722.00		-$13,610.00
B-15 Inlet	1.00	ea	$2,347.00		-$2,347.00
Box Culvert 900x600	122.00	m	$575.00		-$70,150.00
300 mm Pipe, Type 2	39.30	m	$50.00		-$1,965.00
750 mm Pipe, Type 2	198.30	m	$151.00		-$29,943.30
Structural Backfill	484.00	m3	$20.00		-$9,680.00
Slag Fill	8471.00	m3	$63.05		-$534,096.55
			Subtotal		-$672,195.85
			TOTAL		**$670,497.15**